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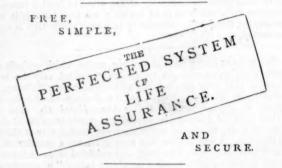
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Cases Reported this Week.

Noiseless Tyre Co. (Lim.) v. Shaw
Shaw 678 Sutcliffe v. Wardie 678 Wilkes v. Greenway 673
Warwick v. Gonville and Caius
College 678
Wootton's Estate, Re 677
In the Weekly Reporter.
Bristol Trams and Carriage Co.
(Limited) v. Mayor, &c., of
Corporation of Bacup v. Smith 690
Duncan v. Dixon 700
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Gresham Life Assurance Society
Moxon v. Sheppard
Norman & Co. v. Binnington & Co. 705
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Rendall v. Blair
CAMPBELL T. ALCOHOUGH

VOL. XXXIV., No. 40.

The Solicitors' Journal and Reporter.

LONDON, AUGUST 2, 1890.

CURRENT TOPICS.

Ms. JUSTICE KAY, who was absent from the bench on Saturday, Monday, and Tuesday last, owing to illness, returned to his work on Wednesday. It is stated that the learned judge has been suffering from rheumatism.

THE EXTREME carefulness and deliberation exercised by Mr. Justice North in preparing his judgments has on previous occasions given occasion for comment. Unreasonable people are now complaining that a judgment reserved on the 17th of December, 1889, in an important trade-mark case is up to the time of writing in

LORD JUSTICE FRY has this week been doing good service in dealing with the cases transferred to him as an additional judge of the Chancery Division. Few, if any, of the thirty-five actions transferred have hitherto proved to be of a heavy description, and it is anticipated that all those which are not for good reasons postponed will have been disposed of in the early part of next week.

An attempt was made to avoid consideration in detail by the House of Lords of Sir Albert Rollit's Bankruptcy Bill, by moving that it be referred to the Committee of the whole House, instead of to the Grand Committee on Law, but the scheme happily failed, and there will now, we hope, be an opportunity for altering, among other matters, the important and dangerous provision to which we referred last week.

We are glad that this session is likely to produce at all events one valuable legal reform. The Supreme Court of Judicature Bill was read a third time and passed in the House of Lords on Tuesday last, and now only awaits the Royal assent. For the future applications for new trials in jury cases are to go direct to the Court of Appeal. Next session we trust the reform may be carried further, and divisional courts abolished.

In Delivering judgment, on Wednesday last, in a case of Bennett v. Orsman, Mr. Justice Stirling took occasion to express his disapprobation of the plaintiff's bringing such an action to be tried in London when it might more properly have been tried at the assizes. The question in the case arose in consequence of the obstruction of a public right of way, and had to be solved by the aid of twenty witnesses (of the oldest inhabitant type) brought from Devonshire, and the action took nearly three days in the hearing. The plaintiff being a lunatic, suing by his committee, his lordship expressed a hope that the lunacy authorities would deal with any extra costs cast on the lunatic's estate by reason of the trial taking place in London. London.

THE CASE of Re Palmer, Palmer v. Hardwick, respecting which some remarks have already appeared (ante, p. 449), came finally before the Court of Appeal on the 26th ult. It was a case in which the official referee had directed judgment to be entered ordering accounts as against trusters to be taken on the footing of wilful default. The question as to the footing on which the accounts were to be taken was argued, and in fact tried, before the Court of Appeal, and, by consent, the further consideration was directed to be heard before the official referee. Inferentially, this decides that, when an action is directed to be tried before an official referee, he cannot reserve the further consideration before himself, but it leaves undecided the question whether an official referee can make any order at all, except perhaps for the purpose of discovery and production of documents (see R. S. C., ord. 36, r. 50), and the question whether, when he is to direct judgment to be entered, he is at liberty to make an order for accounts.

AT THE CLOSE of his judgment in the cases of Mason & Barry v. The Comptoir D'Escompte and The Cape Copper Co. v. the Same, Mr. Justice Day took occasion to express a strong opinion in favour of baving an official shorthand writer attached to each court who would take a note of all proceedings. The question appears to have been slumbering of late. A similar suggestion was made by Pearson, J.; and the Committee on Legal Procedure in 1881 reported that "in the interests of suitors it is desirable that an official record of the proceedings should be obtainable." For this purpose they formulated a rule that official shorthand writers should be appointed in each court to take a note of so much of the evidence and of the proceedings as the judge should direct. Some prominence was given to the question a couple of years ago by Sir Charles Russell in his speech to the Shorthand Congress, his chief argument in support of the proposal being the great saving of judicial time that would be effected. It is not to be supposed, however, that any such plan would absolve the judge from the necessity of taking notes. In short cases, or in long ones, whenever the notes had not been printed, and the summing-up was to take place at once, the shorthand notes would be useless. doubtful, moreover, whether the employment of an official shorthand writer would obviate the necessity of having recourse to private ones as well, unless the staff were so adequate as to insure the production of the transcript for the use of counsel next morning. More, perhaps, would be heard on the subject from the judges, except that in all important cases they have the use of the notes taken by the parties, and frequently express their appreciation of the assistance thus rendered to them.

WE NOTICED a few weeks ago (ante, p. 503) the judgment of Kekewich, J., in Re Liverpool Household Stores Association (Limited), in which he affirmed the proposition that directors are liable for loss occasioned by acts done ultrà vires, although they cannot be charged with either dishonesty or negligence. pointed out, in all the cases where liability has been established there seem to have been circumstances incompatible with real bona fides, and the case of honest mistake has hardly been considered. In London Financial Association v. Kelk (26 Ch. D. 107), however, BACON, V.C., leaned strongly in favour of directors, and said that if they applied to the construction of their articles the same care which an honest and prudent man would show in dealing with his own affairs, he would not fix them with liability. In the recent case of Cullerne v. London and Suburban Benefit Building Society; reported elsewhere, the Court of Appeal seem to have assumed, on the other hand, that liability must necessarily follow acts ultra vires, however honest the directors may have been. The act there complained of as being ultrd vires was the advance of money to members on the security of their shares, and it was admitted that the rule under which this was done might be construed so as to authorize it. But while on this ground the case would seem to come within the dictum of BACON, V.C., it must be noticed that the rules had to be interpreted by the general statutes governing the building society, and there expressly pro-hibited advances on any such security. The chief point of interest in the case lies, however, in the fact that, although a general liability for acts ultrà vires was treated as clearly existing, a means was found of evading it. The director against whom the claim was made had been party to a resolution authorizing the advances generally, but had been no party to any advances in particular.

But the losses, it was said, were due directly to the particular advances, and only indirectly to the resolution. This was not the causa causans. The distinction savours of casuistry, though there is no reason otherwise to complain of it. It will, indeed, be found useful to assist directors in escaping a liability that presses hardly upon them. In the same case the court declined to impose liability for advancing money upon a deficient security of leasehold houses where no proper survey had been made. An error of judgment is allowed in matters of everyday practice which, it seems, would be fatal if committed in the construction of articles.

AN INTERESTING DECISION with regard to the nature of the title acquired by possession of land for the statutory period was given on Tuesday by the Court of Appeal in Wilkes v. Greenway. It has sometimes been stated in too general terms that the effect of the statute is to vest the fee simple in the possessor. Thus, in Jukes v. Sumner (14 M. & W. 39), Parke, B., said: "The effect of the Act is to make a parliamentary conveyance of the land to the person in possession after the period of twenty [now twelve] years has elapsed." And, in *Incorporated Society v. Richards* (I Dr. & War., at p. 289), Lord Sr. Leonards said: "Under the new Act, when the remedy is barred, the right and title of the real owner are extinguished, and are, in effect, transferred to the person whose possession is a bar." It is, however, abundantly clear from the terms of the statute, as well as from general principles, that there is no such thing as a transfer of the old estate. This has gone absolutely, and the right which the possessor acquires is something quite distinct from it. The question arose in Wilkes v. Greenway by reason of the fact that the land to which a title by possession had been acquired was landlocked, and the adjacent land on one side belonged to the owner whose title had been extinguished. Over this the owner by possession claimed to have a way of necessity. In 1 Williams' Saunders (323, note 6) there is a very learned note as to the origin of such ways, and the opinion is expressed that a way of necessity, when the nature of it is considered, will be found to be nothing else but a way by grant. Upon a grant of the landlocked close the law implies also a grant of a way to get to it. In some of the older cases—e.g., Staple v. Heydon (6 Mod. 3)—it appears to be said that the way will be allowed simply from the fact of the close being landlocked and from the necessity of getting to it. But the principle contended for by Serjeant Williams was approved by Lord Cairns, C., in Gayford v. Mofatt (4 Ch. App., at p. 135), and has now been adopted, with a slight variation, by the Court of Appeal. This consists simply in the extension that the grant may be either personal or parliamentary. But, as we have seen, a title by possession grows up by itself quite independently of any grant or fancied transfer of any other title, and if ways of necessity are thus limited, it is im-possible for them to be claimed by an owner whose title is simply

The present happy state of the law, under which anybody may make what representations he pleases, provided only he is not conscious that they are untrue, without incurring liability, has received its latest illustration in the decision of the Court of Appeal in Bishop v. The Balkis Consolidated Co. The case turned upon the practice of companies to certify transfers of shares when from any reason the certificate is not handed over at the time transfer. A certification had been given on a transfer of 135 shares from Lupron to Curhberr, and consisted of an indorsement on the transfer in the words "certificate lodged," a signature on behalf of the secretary following. This, as Lord Justice Lindler, who delivered the judgment of the court, pointed out, was a representation that Lupron had produced a certificate purporting to shew that he, or some registered owner through whom he claimed by transfer, also produced, was entitled to transfer to Curhberr the shares mentioned in the transfer. In other words, without gueranteeing Lupron's title, it was a representation that prima facie everything was in due order. In point of fact, however, Lupron produced no certificate of the shares, nor could he have done so, as the transfer to himself was invalid. Powers, his transferor, had previously transferred 1,000 shares, including those in question, to other persons, and by them the certificate of the whole had been lodged. The indorsement on the transfer, Lupron to Curhberr, implying that the certificate of the shares had been lodged by Lup-

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shewed no liability in the company to compensate CUTHBERT'S principal, who paid money for the shares on the faith of the certificate and lost it.

IT MAY be worth while to notice how close this comes to the class of cases of which Lord HERSCHELL cited Burrowes v. Lock (10 Ves. 470) as an example, and which he professed to be outside the principle of *Pesk* v. *Derry*. They are those, he said, "where a person within whose special province it lies to know a particular fact, has given an erroneous answer to an inquiry made with regard to it by a person desirous of ascertaining the fact, for the purpose of determining his conduct accordingly, and has been held bound to make good the assurance he has given." In Burrows v. Lock a trustee, who had known that the trust fund was incumbered, forgot this fact, and consequently gave a wrong statement of its value to a purchaser. It was held that he was liable for the false statement, and the same fate befell a lessor in Slim v. Croucher (1 De G. F. & J. 518) who forgot that he had granted a lease and made a representation accordingly. It is obvious, however, in spite of Lord Herschell's disclaimer, that if the ground of liability is consciousness of untruth at the time when the misrepresentation is made, it is very difficult to except these cases, and this is in accordingly. ance with the opinion expressed in the appendix to Clerk and Lindsell on Torts (p. 630). The ruling of Lindley, L.J., in the present case tends in the same direction. It would hardly be possible to treat a trustee or a lessor more hardly than a company which takes upon itself, as a matter of regular business, to make statements that documents have been lodged with it.

THE CASE of Re Jones (ante, p. 661) calls attention again to the question of the employment of a solicitor on behalf of a lunatic. It seems quite obvious that in such a case the same solicitor should not be acting for any other person with an adverse interest. Some important observations on the matter were made by James and Baggallay, L.JJ., in 1877, in a case of Re Wilson (21 Solicitors' JOURNAL, 770), where the same solicitors had acted for a lunatic and for Dr. Winslow, in whose asylum he had been placed. Subsequently to the inquiry the official medical visitor strongly advised the removal of the lunatic to another place, and this produced angry protests from the solicitors, first to the master in lunacy, and then to the Lord Chancellor. Naturally the latter supported the visitor Later on, when the master's report as to change of residence came before the Lords Justices for confirmation, the conduct of the solicitors was strongly animadverted upon. It was their duty, it was said, to act solely in the interests of the lunatic, without the admixture of any other feeling, and if there was any conflict between the interests of the lunatic and those of the proprietor of the asylum, they ought certainly to have ceased to act for the latter. In the recent case, which elicited a similar expression of opinion, the alleged lunatic had resided with a person named BADGER, and proceedings were taken against him to make him secount for property of which it was said he had obtained control by undue influence. In these an order was made against him. Subsequently a lunacy inquiry was instituted, and the solicitors who had acted for Badger then acted for the lunatic, and register the inquiry on her behalf. The matter came before the Court of Appeal on an application that they might be allowed their costs: out of the estate, and this was rejected on the ground that they had really been acting in the interests of Badger, and not of the lunatic.

An Acr, which became law on the 25th ult., amends Pero's Act (13 & 14 Vict. c. 28) in a sensible way. That Act provides that, where property has been acquired by any congregation, or society, or body of persons associated for religious purposes or for the promotion of education, as a place of religious worship, or minister's house, or school-house, collego, &c., or hall or rooms for the meeting or transaction of the business of such congregation, &c., and where the conveyance of such property has been taken &c., and where the conveyance of such property has been taken to or in favour of trustees to be from time to time appointed, or

row, was untrue, and prior to Peck v. Derry (38 W. R. 33) it seems bighly probable that the company would have been held liable. Now, however, no action lies for a careless misrepresentation, and accordingly Lindley, L.J., held that the above facts the property in the persons therein named, but shall also vest it in their successors in office for the time being the property in the persons therein named, but shall also vest it in their successors in office for the time being the property in the persons therein named, but shall also vest it in their successors in office for the time being the property in the persons therein named, but shall also vest it in their successors in office for the time being the property in the persons therein named, but shall also vest it in their successors in office for the time being the property in the persons therein named, but shall also vest it in their successors in office for the time being the property in the persons therein named, but shall also vest it in their successors in office for the time being the property in the persons therein named, but shall also vest it in their successors in office for the time being the property in the persons therein named, but shall also vest it in their successors in office for the time being the persons therein named the persons therein named the persons therein named the persons any separate trust deed, or, if no mode of appointment is therein prescribed, in such manner as shall be agreed on by such congregation, &c. But the appointment of new trustees is to be "made to appear" by some deed under the hand and seal of the chairman of the meeting at which the choice and appointment of new trustees is to be appointment of new trustees. the meeting at which the choice and appointment of new trustees is made, and is to be executed in the presence of such meeting, and attested by two or more credible witnesses. This Act was extended to burial grounds by 32 & 33 Vict. c. 26. The original Act, however, has given rise to numerous doubts, among others to that mentioned by Mr. Lewix (Trusts, 8th ed., p. 853), others to that mentioned by Mr. Lewin (Trusts, 8th ed., p. 853), whether the new trustees appointed by the society, in the absence of any special direction in the trust-deed, succeed generally to all the powers of the old trustees or take the legal estate only. The Act is, we believe, practically a dead letter. The new Act, besides extending the scope of the previous Acts so as to apply them to the case of the Wesleyan Methodist body, applies the power for the appointment of new trustees conferred by the Conveyancing Act, 1821 to all lead acquired and held on trust for any purpose to 1881, to all land acquired and held on trust for any purpose to which the previous Acts or the present Act apply, and provides that the statutory power may be exercised either by the persons and in the manner provided by the statute, or by the persons and by resolution at a meeting, or in any other mode in which, under the trust instrument, the appointment of a new trustee in place of a deceased trustee can be effected. It is further provided that the vesting provisions in Peto's Act shall apply and be effectual to vest the land in any case where the appointment of trustees is redequate any other provided when the statute of made under any power conferred by the present Act, and that after the expiration of six months from the date of any instrument the expiration of six months from the date of any instrument whereby any persons are purported to be appointed trustees for purposes within the meaning of the previous Acts or the present Act, such appointment is to be valid, unless proceedings are taken within that period to set aside the appointment. There are certain questions arising on the provisions of the new Act which we shall have to consider hereafter, but the design seems good, and we should think it might be made applicable to charities in general.

> An Act, which received the Royal Assent at the end of last week, for the purpose of exempting from the provisions of the Mortmain and Charitable Uses Act, 1888, assurances, by deed or will, of land "for the purpose of providing dwellings for the working classes in any populous place," contains a lovely specimen of the Parliamentary draftsman's art. Section 1 provides that the Act of 1888 shall not apply to any assurance of land by deed or will for the purpose aforesaid. Then the draftsman wanted to give his measure a limited retrospective operation, and, instead of acceptance. will for the purpose aforesaid. Then the draftsman wanted to give his measure a limited retrospective operation, and, instead of accomplishing this by the insertion of a dozen words or so in section 1, providing to what instruments the Act of 1888 shall not apply, he constructs a separate section, the merits of which, we think, will be best appreciated if it is thrown into paragraph form:
>
> This Act shall extend to any assurance by deed
>
> Made within twelve months before the passing of this Act

By a person alive at that passing,
As it it had been made after the passing,
Except that the assurance shall be enrolled and registered as

Within six months after the passing of this Act.

In the House of Commons on the 28th ult., in answer to Mr. Kimber, Mr. W. H. Smith said: The office of treasurer of the county of Middlesex has not been abolished, but Mr. Allen has been removed from it. He held the office under the provisions of the Act 12 Geo. 2, c. 29, and the 11th section of that Act gives power to the court of quarter sessions to remove the treasurer at pleasure. This power is, by the Local Government Act, transferred to the county council, whose officer the treasurer had become. The exercise of the power of removal given by the carlier statute was not anything done in pursuance of the Local Government Act, and that Act, therefore, did not give the Treasury any power to award compensation to Mr. Allen. The law officers of the Crown were consulted in the matter, but their opinions are confidential documents, and I cannot undertake to present them. Nor am I prepared to introduce a Bill to extend the power of compensation given to the Treasury by the 120th section of the Local Government Act.

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CONSTRUCTIVE DELIVERY OF POSSESSION AND THE BILLS OF SALE ACTS.

THE difference of opinion displayed in the Court of Appeal in the decision in Mills v. Charlesworth, which we report elsewhere, is likely to introduce not a little more confusion into an already sufficiently perplexed subject. It is a principle now well established that the Bills of Sale Acts do not strike at transactions, but only at documents which are used as evidence of them, and, consequently, when a transaction can be supported without any reference to the documents, it is not liable to be avoided on the ground of any defect in these. The matter has been put most clearly, perhaps, by Bowen, L.J., who said in North Central Wagon Co v. Manchester, Sheffield, and Lincolnshire Railway Co. (35 W. R. 443, 35 Ch. D. 191), "if, independently of a document, the rights of the parties have been effectively altered or dealt with either in law or in equity, avoiding the document can produce no result-it cannot operate to the disadvantage of that which stands proprio vigors independently of the document." And as to the test whether the document is to be regarded as material to the transaction, the same judge said in Newlove v. Shrewsbury (21 Q. B. D. 41) that this would only be so where the previous agreement was intended to be summed up and to take effect in the document. "Then, if the document be void, the transaction must fall to the ground, because evidence of an oral agreement would be inadmissible; but it is otherwise if the document be not such as to exclude evidence of an oral agreement." In order to invalidate the transaction, therefore, it is essential that it should depend for proof on a document, and that this document should be a bill of sale within the meaning of section 4 of the Bills of Sale Act, 1878, as explained by section 3 of the Act of 1882-in other words, it must operate as a transfer or assurance,

or as a licence to take possession. The matter is illustrated by the two cases of Ex parte Parsons, Re Townsend (34 W. R. 329, 16 Q. B. D. 532) and Ex parte Hubbard, Ro Hardwick (35 W. R. 2, 17 Q. B. D. 690). In the former case, Townsend the bankrupt, had applied to Parsons for an advance, and it was agreed that security should be given on Townsend's furniture and effects. Accordingly a document was drawn up and signed by which Parsons Accordingly was authorized and empowered to take immediate possession. This he did not do, but allowed the borrower to remain in possession for a month, after which he had the goods sold. There could hardly be any doubt here that the document, being a licence to take possession, was a bill of sale, and, further, that it embodied the whole agreement between the parties. Indeed, the chief effect of the decision was to overrule the ratio decidendi in Exparte Close (33 W. R. 228, 14 Q. B. D. 386) and Re Cunningham & Co. (33 W. R. 337, 28 Ch. D. 682), that such documents were necessarily excluded from the operation of the Bills of Sale Acts because they could not be drawn in the required form, and the Legislature could not have intended to exclude them altogether. An opposite instance of possession being supported in spite of the fact that there was an accompanying document is afforded by the other case of Ex parte Hubbard. Here the bankrupt, HARDWICK, borrowed from HUBBARD £20, and as security he then and there deposited with him two tricycles. At the same time he signed an agreement reciting the deposit, and providing for the sale of the goods in default of repayment. It was held that, as possession of the goods had already been voluntarily given up, the document could not operate as a licence to take possession, and that there was no ground for treating it as a transfer. A clear distinction was drawn between cases of pledge and transactions by way of bill of sale, Bowen, L.J., saying, "The transaction appears to me to be a pawn or pledge, accompanied by a document regulating the rights of the pledgee with regard to the goods of which possession is delivered to him." The document, therefore, fulfilled neither of the above requisites. It was not a bill of sale, and it did not include the whole agreement between the parties, inasmuch as it omitted the very part to which the possession of the pledgee was to be referred. This distinction between pledges and bills of sale was followed by Kekewich, J., in Hilton v. Tucker (36 W.R. 762, 39 Ch. D. 669), where an advance was made on goods which were shortly afterwards delivered. It was held that the transaction was good as a pledge, although a document was given at the

same time authorizing the retention of possession.

But it is important to observe that the distinction is simply a

consequence of the principle referred to above, that, where there has been a delivery of the goods, an accompanying document will only invalidate it if it is a bill of sale, and if it contains the agreement under which delivery was given. It is doubtful whether, in Mills v. Charlesworth, these points were distinctly kept in view. An execution had been put into the house of one Wilson, and a bailiff was in possession of the furniture. Thereupon the defendant CHARLESWORTH agreed to advance the money necessary to pay the execution out; and the two went together to the sheriff's officer, who, on payment by Charlesworth, agreed to hold possession on his behalf. Immediately afterwards, Wilson signed a document by which he authorized Charlesworth to hold possession of the goods and to sell them as soon as convenient. This was on the 9th of December, 1887. The next day the bailiff was told of the new arrangement, and agreed to hold possession for Charlesworth. At the same time Wilson was left undisturbed, on account of his having a sick child in the house, and on the 11th he executed a bill of sale of the furniture to the plaintiff MILLS. The first point to be decided, in order to establish Charlesworth's title, was, whether there had been any change of possession, and it was agreed by the whole court that there had. Originally the sheriff's officer was in possession by his bailiff. Upon being paid he would naturally deliver up possession to Wilson, but instead of this he agreed to hold possession for Charlesworth.

According to Farina v. Homs (16 M. & W. 119) the possession thereupon passed to Charlesworth, and it appears, and rightly so, to have been regarded as immaterial that the bailiff, the man in actual occupation, only consented to this subsequently. A further point might possibly have been raised whether the bailiff's occupation, which, though merely formal, was good to vest possession in the sheriff's officer, was equally efficacious in favour of CHARLESWORTH. No such refinement, however, was noticed, and Lord Esher, relying simply on the change of possession, decided that the case was governed by Ex parte Hubbard (supra). The transaction was one of pledge, and the accompanying document merely regulated the rights of the pledgee with regard to the disposal of the goods. Whether this result is correct or not, the view taken is at least straightforward and intelligible. It carries out established principles without hesitation to their conclusions, and it is certainly more important to maintain certainty in the law than to be over-careful as to the intentions which the Legislature may be supposed to have had in view in the Bills of Sale Acts. LINDLEY and LOPES, L.JJ., on the other hand, clinging to these intentions, shrank from allowing a delivery which involved no physical change of possession to operate as a pledge, but though this consideration influenced their decision, it does not seem necessary to advert to it in order to consider whether the result they arrived at can be justified. As we have pointed out, the distinction as to pledges is only the result of a broader principle. Was the accompanying document a bill of sale, and did it embody the agreement for change of posses-The latter is a serious point of construction, but it was very lightly touched. It had already been pointed out by Bowen, L.J., in Ex parts Hubbard (supra), that where there is a pledge, that is, where there has been delivery of the goods, you only expect the document to regulate the terms on which they are to be held and applied by the pledgee. This it would seem is exactly what the document in question did. Charlesworth was to hold possession and to sell as soon as convenient. But even if this construction is not adopted, and if it is held as Lindler and Lopes, L JJ., held, that the document incorporates the whole agreement between the parties, so that Charlesworth could only justify his possession by reference to it, it is still necessary to consider whether it is a hill of sale at all, and as to this, though it seems to be a very doubtful point, nothing at all was said. It is not easy to see how it could point, nothing at all was said. It is not easy to see all a operate as a transfer or assurance, and Ex parte Hubbard shews that, as possession had already been voluntarily given up by the grantor, it could not operate as a licence to take possession. The desire, indeed, to avoid giving effect to a delivery unaccompanied by physical change of possession, appears to have disposed the majority of the court to overlook the difficulties which their decision raises. But a change of possession is equally effective in law, whether it is accompanied by any physical change or not, and it is unfortunate that the warning of the Master of the Rolls against interfering with the limits determined by Ex parte Parsons and Ex parte Hubbard, was allowed to pass unheeded. It appears that the principle of the North Central Wagon Co.'s case, which

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a great deal of care and research, disinterred from the reports the definitions of words and phrases, and has collected and arranged them in a very convenient way. We can testify to the completeness with which the author has extracted the judicial explanations, for we find duly noted definitions, both of ancient and recent date, which we happened to have collected, after considerable trouble and investigation, for the purposes of a case. If Mr. Stroud's book had been before nappened to have collected, atter considerable trouble and investigation, for the purposes of a case. If Mr. Stroud's book had been before us, this labour would have been saved. Sometimes we come across instances in which the industry of the author has led him to cite definitions of no great value at the present day—e.g., the definition of "beloved wife," at p. 74, "a bequest by a husband to his 'beloved' wife, not mentioning her name, spplies exclusively to the individual who answers the description at the date of the will, and is not to be extended to an atter-taken wife." This was laid down before the Wills Act, and (as Mr. Stroud points out) a second marriage would now revoke the will; and we doubt whether a similar question is likely to occur in respect of a bequest by a testator to the wife of another person: the term "beloved wife" is hardly appropriate under those circumstances. On the whole we think that the book will be of great service to the lawyer, while to the layman it cannot fail to be a source of equal amusement and wonder. He will learn (p. 124) that a dog is not a "chattel," but is "goods"; and (p. 205) that boiling water is "destructive matter," but not a "destructive substance"; and, further, that "lame duck" is actionable when applied to a person on the Stock Exchange.

CASES OF THE WEEK.

Court of Appeal,

OBSLOW v. COMMISSIONERS OF INLAND REVENUE-No. 1, 30th July.

Practice—Appeal—Time for Appealing—Case stated under the Stamp Act, 1870—"Order" or "Judgment."

Application for an extension of time (if necessary) for appealing from a decision of the Queen's Bench Division dated the 21st of January, 1890, upon a case stated under section 19 of the Stamp Act, 1870. The question was whether the decision of the Divisional Court was an "order" or a judgment"; if it was an order there were twenty-one days from the date of the decision for appealing; if it was a judgment there was a year for appealing.

THE COURT (Lord Esher, M.R., and Lindley and Bowen, L.J.) held that the decision was an "order," and that the appeal should have been brought within twenty-one days. Lord Esher, M.R., said that they must adopt the view taken by Cotton, L.J., in Exparte Chinery (32 W.R. 469, 12 Q. B. D. 342), that there was in legal language a well-known distinction between a "judgment" and an "order," and that a judgment meant a decision obtained in an action. Bower, L.J., also concurred with Cotton, L.J., saying that there was an inherent distinction between the two in their professional meaning. Fry, L.J., also concurred in that view. The result was that a judgment was a decision obtained in an action. Every other decision of the court was an order. Looking, then, at ord. 58, r. 9, the language of that rule strongly justified that view, for it spoke of "any order or decision made in any other matter not being an action." There the distinction was drawn between an order not in an action, and a judgment which was a decision obtained in an action. That was the true distinction, and therefore the decision in the present case, not being in an action, was an "order," and the time for appealing was twenty-one days. The time for appealing, however, could be extended. Lindley and Bowen, L.JJ., concurred.—Counsel, Danchwerts; Rosher. Solicitors, Rowelifes, Raule, & Ch.; Solicitor of Inland Revenue.

MILLS v. CHARLESWORTH-No. 1, 29th July.

BILLS OF SALE ACTS - CONSTRUCTIVE DELIVERY OF POSSESSION AT TIME OF ADVANCE—EFFECT OF ACCOMPANYING DOCUMENT.

This was an appeal from the decision of Day, J. On December 9, 1887, hampton.

is simply illustrated by these other cases, and which seemed to establish a clear working rule, is liable to break down at the first touch of difficulty.

REVIEWS.

JUDICIAL DICTIONARY.

THE SURVERNAM.

Mr. Stroud, in his preface, clearly defines the object of his book. It is not intended to be a law lexicon, in the sense of the works of Jacob. Tomlins, Wharton, or Sweet, but "a dictionary of the Sanglish language (in its phrases as well as single words) so far as that language has received interpretation by the judges."

Yell the whole by auction as soon as convenient, and after deducting the above amount and your charges, pay over the balance, if any, to me. Survey and the sheriff's officer, and there agreed to do, and the sheriff's officer, and there agreed to savance the money on condition that the sheriff's officer, and there agreed to do, and the sheriff's officer, and there agreed to do, and received intended to be a law lexicon, in the sense of the works of Lawrence and request your paying to Mr. C. F. Wells, the sheriff's officer, and there agreed to do, and request your paying to Mr. C. F. Wells, the sheriff's officer, and there agreed to do, and request your paying to Mr. C. F. Wells,

depended on the document signed by Wilson, and that this was a bill of sale, and void for want of conformity, with the Bills of Sale Acts. Day, J., gave judgment for the plaintiff. The defendant appealed.

The Court (Lindley and Lopes, L.JJ., Lord Esher, M.R., said that the possession of the goods was in the sheriff's officer by his battiff, and it made no difference that the latter was kept in the background. This was always so in such cases, where the goods were said to be in the custody of the law. Moreover, the possession of the sheriff's officer was adverse to Wilson, and it was impossible for two persons to be in possession at the same time. Two adverse possessions could not make one joint possession. This being so at the time when it was agreed between the parties that the sheriff's officer was to hold on behalf of Charleworth, the possession of the goods passed to him. The question was, whether the document which was signed at the time when the money was lent, and possession given, was a bill of sale. But if the transaction was one of pledge, and the document merely regulated the mode of dealing with the goods by the pledgee, Es parte Hubbard (35 W. R. 2 17 Q. B. D. 690) decided that it was not within the Bills of Sale Acts. On the other hand, if the document amounted to a licence to take possession, then, according to Ex parte Parsons (34 W. R. 329, 17 Q. B. D. 690), it was a bill of sale. These two cases determined the limits, and enabled people to advise whether a document was a bill of sale or not, and it would only lead to confusion to depart from them. In his opinion the present transaction was one of pledge, and fell within the principle of Ex parte Hubbard, and the appeal should be allowed. Lunders, L.J., sald that in Ex parte Hubbard there was a physical change of the possession of the goods, and the pledge there could be proved without reference to the document. In this case, however, there was no physical change of possession, although what took place on the 9th of December did amount in poin

WILKES v. GREENWAY-No. 1, 30th July.

STATUTE OF LIMITATIONS-WAY OF NECESSITY.

This was an appeal from a decision of Vaughan Williams, J. The defendant Greenway had acquired a title by possession to land at Wolver-hampton of which the plaintiff had been owner. The latter still owned adjacent land, through which there was a private road, and this formed the only means of access to the defendant's land. The defendant claimed that he was entitled to a way of necessity over the road. Vaughan Williams, J., decided in his favour, holding that the law would presume that, in some way, by legal means—either by grant or otherwise—the right of way had been created, without which the land could not be enjoyed. The plaintiff appealed.

enjoyed. The plaintiff appealed.

The Court (Lord Esher, M.R., and Lindley and Lores, L.J.) allowed the appeal. Lord Esher, M.R., in delivering the judgment of the court, said that there was nothing in the Statute of Limitations to create ways of necessity. The provisions of the statute were negative only, and did not convey any title to the possessor. But the doctrine of a way of necessity only applied to a title by grant, personal or parliamentary. There was no possibility, therefore, of applying it to a case where the only title was by possession under the negative provisions of the statute.—Counsel, Bosanquet, Q.C., and R. E. C. Kettle; Jelf, Q.C., and Hickey. Solicitors, Ullathornes, for Neve & Creswell, Wolverhampton; R. Wilceck, Wolverhampton.

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DECROIX, VERLEY, ET CIE. v. MEYER AND CO. (LIM.)—No. 1, 24th July.

BILL OF EXCHANGE—ACCEPTANCE—QUALIFIED OF GENERAL—NEGOTABLITY OF BILL.

Action by indorsees of a bill of exchange against the acceptors. The bill was drawn by one Flipo in France, payable to himself (the word "order" being struck out by the defendants when they accepted it) and directed to the defendants. The defendants, who were merchants in London, accepted the bill as follows:—"In favour of L. Delobbel Flipo only. Accepted payable at Albiance Bank, London." The words "in favour of L. Delobbel Flipo only" were in writing, the rest of the acceptance being impressed by an ordinary stamp underneath. Flipo then indorsed the bill to the plaintiffs, a firm of bankers in France, who discounted it for him. The Divisional Court (Cave and A. L. Smith, JJ), upon a special case, held that the acceptance was in such a form as to render the bill not negotiable, and gave judgment for the defendants. The plaintiffs appealed.

The plaintiffs appealed.

The COURT (Lord Eaher, M.R., and Lender and Bower, L.J.) allowed the appeal. Lord Eaher, M.R., said that probably the defendants intended to make their acceptance qualified so as to render the bill not negotiable. Had they done so effectually? It was said that striking out the word "order" was evidence of their intention. In his opinion that was an improper thing to do, and had no effect upon the bill. A person ought to accept the bill as drawn or refuse to accept it, inserting any qualification in the acceptance. He ought not to alter the bill. But even if not, since the Bills of Exchange Act, 1882, the omission of the word "order" was immaterial. With reference to the acceptance itself, a person who intended to make his acceptance qualified cught to do so in clear terms. If he left it in doubt, his acceptance was that the defendants had accept the bill in which Filpo was named as the only payee. That was not a qualified acceptance. It had no mercantile effect upon the bill as drawn. To construe it otherwise would be to set a trap to catch unwary indorsees. The defendants had not in clear and express terms qualified their acceptance. The bill, therefore, remained negotiable, and the plaintiffs were entitled to recover. Lindiguty, L.J., constitued most strongly against the acceptor. The defendants here had used ambiguous language, and had not qualified their acceptance in clear terms. Bowen, L.J., said that it was of the highest importance in mercantile business that qualifications of acceptances should be construed strongly against the acceptors. The present was a most mileading acceptance, part being in writing and the sacceptance proper being stamped across the bill. The ordinary place to insert the qualification would be in the stamped words. In his opinion the written words in the acceptance did not restrict the negotiability of the bill. If the words had been "payable to Flipo only," it might perhaps have rendered the bill not negotiable. The defendants, therefore, had not qualif

CULLERNE V. THE LONDON AND SUBURBAN GENERAL PERMANENT BENEFIT BUILDING SOCIETY-No. 1, 29th July.

BUILDING SOCIETY—LIABILITY OF DIRECTOR FOR IMPROPER ADVANCES— ERROR OF JUDGMENT—CAUSA CAUSANS OF LOSS.

This was an appeal from the decision of Mathew, J. The action was brought to recover £300 which the plaintiff had deposited with the society, and the latter counter-claimed in respect of sums which they alleged had been lost to the society owing to the plaintiff's mismanagement and negligence as a director. The claim was admitted, and the argument took place on the counter-claim. The society was incorporated under the Building Society Acts (6 & 7 Will. 4, c. 32, and 37 & 38 Vict. c. 42). By the rules the object of the society was defined to be to raise by subscriptions of the members, in shares of £50 each and payable by monthly instalments of 10s. a share, a fund out of which each member should receive the value of his share for the erection or purchase of a dwelling-house. Rule 8 provided as follows:—"The funds of the society shall be advanced to the members, or invested in such manner, on such terms, and upon such mortgage of freehold, copyhold, or leasehold tenure as the board shall determine." From the formation of the society down to July, 1879, Cullerne acted as a director. In December, 1876, he was present at a meeting of the directors when a resolution was passed that advances should be made to members on the security of their shares. In pursuance of this resolution such advances were subsequently made, but he was not actually a party to them. In consequence the society lost £791. This was the ground of one of the charges of mismanagement against him. The other related to an advance or £500 on the security of ten leasehold cottages These were in a dilapidated condition, and, although a director inspected them, and calculated from the rents that the security was, in his opinion, sufficient, the board did not employ a surveyor. In the result the society spent £136 over repairs, and then sold the whole ten for £205, the consequent loss being £431. Mathew, J., held that rule 8 was smbiguous, and that, both with regard to the advances on shares and the advance on the houses, Cullerne had acted with reasonab

on shares and the advance on the houses, Cullerne had acted with reasonable care, and, if there had been an error of judgment, this would not make him liable for the losses. The defendants appealed.

The Court (Lord Esher, M.R., and Lindley and Lores, L.J.) dismissed the appeal. Lindley, L.J., who read the judgment of the court, asid, as to the advance upon the houses, that this was, no doubt, injudicious, but it was clearly intra virus, and the most that could be said about it was that there was an error of judgment, and

this was not enough to make the directors liable. As to the advances on shares, the case was different. Rule 8 would admit of more meanings than one, and the directors assumed that it authorized them to lend money on shares. This was accordingly done, and the plaintiff knew of it, though he was no party to the particular advances. From the statutes by which the society was governed (6 & 7 Will. 4, c. 32, ss. 4 and 6 and 37 & 38 Vict. c. 42, s. 25) it appeared that such societies could only advance money on the security of landed property, and it was with reference to these that rule 8 must be construed. If, then, either it, or the resolution founded on it, authorized advances on any other security, they would be invalid. But it did not follow that the plaintiff would be responsible for what was done on the faith of them. The real cause of the lose was the improper advances, and the resolution, although without it the advances would probably never have been made, was not the cause causes of the lose. It must be borne in mind that the resolution was not an order to subordinate officers, and no one need have acted in conformity with it. In respect of this loss, too, the plaintiff was not liable, and the appeal must be dismissed.—Counsus, Buckley, Q.C., and Thesbald; Marshall and Marchant Williams. Solicitors, Whitehouse & Etherington; Minshalls, Parry Jones, & Co.

GREEN AND CO. v. BALFOUR, WILLIAMSON, AND CO.-No. 2, 24th July.

ARBITRATION-JURISDICTION OF ARBITRATORS-EXTENT OF SUBMISSION.

This was an appeal from a decision of Kay, J. (asts, p. 603), upon a motion to set aside an award. On the 31st of July, 1839, a contract was made by the defendants to supply the plaintiffs with tinned salmon. The contract was contained in the following letter written by the defendants brokers to the plaintiffs:—"Messrs. Richard B. Green & Co.—Dear Sirs,—We have this day sold to you, on account of our principals (Messrs. Balfour, Williamson, & Co.), about 1,000 cases 48s. White Star Packing Co.'s flat-labelled Columbia River salmon, spring pack of 1839 season. Shipment, August, September. Quality guaranteed good merohantable, and equal to the average of the spring pack of 1889 season C. R. salmon, at 22s. per case ex quay Liverpool. Payment cash for D/o ex quay Liverpool. If vessel or vessels be lost this contract to be void to extent of above salmon that may be declared on such vessel or vessels. Usual examination for customary allowances and general brokers' conditions. Any dispute to be settled by arbitration.—Yours truly, David Scort & Co." Messrs. Green & Co. were not satisfied with the quality of the salmon supplied to them under this contract, and on the 3rd of April, 1889, they wrote to Scott & Co. as follows:—"Dear Sira,—Contract, 31st July, 1889; 1,000 White Star salmon ex Lord Cassing.—We do not consider the tender (as per samples examined by us to-day) equal to contract guarantee, and therefore must call for arbitration; and we appoint Mr. William Powell, of Messrs. George Crosfield & Co., to act for us." There was no answer to this letter, but the vendors appointed a second arbitrator, and ultimately the parties went to arbitration: and we appoint Mr. William Powell, of Messrs. George Crosfield & Co., to act for us." There was no answer to this letter, but the vendors appointed a second arbitrator, and ultimately the parties went to arbitration. The arbitrators made their award on the 11th of April, which was to the following effect:—"That the buyers accept the salmon, and that the sellers make an a

inadmissible, because it contradicted the contract; and, thirdly, that the submission to the arbitrators was only as to the quality of the goods.

THE COURT (COTTON, FEY, and LOPES, LJJ) affirmed the decision.

COTTON, LJ., said that the question was, whether the arbitrators had not exceeded their jurisdiction by dealing with something which was not submitted to them. The parties did not put their dispute into writing, and the evidence about it was very scanty. The defendants did not reply to the plaintiffs' letter of the 3rd of April to say what was their intention, or what was to be done if the goods were not according to the guarantee, but they put the matter into the hands of some one who was to act for them. That assumed that the only question was, whether the salmon was or was not of the guaranteed quality. Then had not the arbitrators gone beyond that question? They decided as to the quality, and they went on to say that the salmon must be taken by the purchasers, and that an allowance must be made by the sellers. The evidence of the arbitrators shewed that they had taken into consideration the alleged custom of the trade. One of the arbitrators thought that this matter fell within the provision in the contract relating to customary allowances, and that that incorporated the oustom, but the other arbitrator decided

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on the custom alone. His lordship, without expressing any opinion as to the existence of the custom, would assume that there was such a custom. But would that custom apply to the present arbitration? His lordship thought that it would not, unless the parties had agreed specially to refer that matter to the arbitrators. There was a conflict of evidence on the question, whether that matter was referred or not. One of the arbitrators thought that it was, and the other thought that it was not. It was for the appellants to shew that that matter was included in the reference, and in his lordship's opinion the correspondence negatived that view. Upon the evidence his lordship came to the conclusion that the arbitrators had included in their award something which was not referred to them. Fay, L.J., said that the first and most important question was, What was the subject-matter of the dispute? On that question parol evidence was admissible. The principal evidence was the letter of the 3rd of April, and that merely went to the question of quality, or, if the point was raised, it might have extended to the determination of the question what was to be the result of any deficiency in quality. The latter question had never been in discussion between the parties. There was a controversy as to quality, but he could not see that there was any controversy as to quality, but he could not see that there was any controversy as to the effect of the inferiority. The owns was on those who said that something more was submitted than appeared from the letter of the 3rd of April to satisfy the court that there was another point in dispute. That they had failed to do. Consequently the award went beyond the matter in dispute. Lores, L.J., concurred.—Coursen, Revelifes, Rawle, & Co.; Ridsdale & Sons.

WARWICK e. GONVILLE AND CAIUS COLLEGE-No. 2, 25th July.

RIPARIAN PROPRIETOR—RIGHT TO BED OF RIVER—RIGHT OF FISHING—POSSESSORY TYPLE—PRESCRIPTION—3 & 4 WILL. 4, c. 27, s. 3—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71).

Ripania Propristron—Right to Bed of River—Right of Fishing—Possessors Title—Passerition—3 & 4 Will. 4, c. 27, s. 3—Passerition Act (2 & 3 Will. 4, c. 71).

In this case questions arose as to the right of fishing in a river. The plaintiff was the occupier, under a lease from Caiua College, of Croxley Hall Farm, on the River Colne, which ran parily through the farm and parily formed the boundary of the farm. The lease reserved to the college jointly with the plaintiff the right of fishing in the river, from a point called Tumbling Bay to a point lower down the river in the direction of Batchworth Bridge. The right of fishing was also claimed by Webster, an adjoining landowner, and his tenants. The defendants to the action were the college, and Webster and his tenants, and the plaintiff claimed, in the event of Webster's claim to the right of fishing being well founded, to have the lease set aside on the ground of misrepresentation, and the plaintiff claimed in the alternative an injunction to restrain. Webster and his tenants from fishing in that part of the river. Webster claimed under one Salter, who was, under a surrender dated the 37th of September, 1792, admitted on the 19th of June, 1793, to certain premises stated to be holden of the manor of Moor, and described as an undivided molety of Mill Mead, and of a water, called College Stream, flowing from Tumbling Bay towards a bridge called Batchworth Bridge, and the soil on which the water flowed, and also to the other undivided molety of Mill Mead, and of a water, called College owned the land on both sides of the river for part of the distance in question, and also the land on one side of the river for part of the distance in question, and also the land on one side of the river for part of the distance in question, and also the land on one side of the river for part of the distance in question, and also the land on one side of the river for part of the distance, or that those lands formed part of the first part of the college would be a declarated to the col

permission to others to fish, and if there were nothing else in the case, the court ought to hold that the right had been established. But all the circumstances of the case must be looked at, bearing in mind that the claim could not be sustained if it were shewn how the acts of user originated. In his lordship's opinion the user by Salter and his successors arose from a mistake in the construction of the surrender of 1792. If there had been and off right, one would have expected to find something in the earlier title pointing to it. Webster had in his pleadings, and throughout the case, relied on the surrender of 1792. It was said that a lost grant ought to be presumed, but that was expressly excluded by a statute of Elizabeth relating to Caius College as regarded all grants after that time, and if there had been any such prior grant it would have been mentioned in some way or other in the earlier title. Fax, L.J., differed. He said that there was a very large body of oridence shewing the exercise of fishing rights by Webter and his predocessors under very peculiar circumstances. The oridence extended back for fifty years, and to the whole area of the river in question. The cridence shewed that Webster and his predocessors in title had fished in the stream, not secretly and precariously, but openly and as of right. They had dragged the river and had used boats and nets; and this was notorious in the parish. They had laid down eel-baskets; they had granted permission to other persons to fish; and they had employed a man to turn off poschers. That was a remarkable body of affirmative evidence. What was even more remarkable was that, until the controversy which gave rise to this action, there was no suggestion of any person claiming through the college any right of fishing in the stream. The question off poschers. That was a remarkable body of affirmative evidence. What was even more remarkable was that, until the controversy which gave rise to this action, there was no suggestion of any person claiming through th

High Court-Chancery Division.

THE SHREWSBURY AND TALBOT CAB AND NOISELESS TYRE CO. (LIM) v. SHAW—Kay, J., 22nd July.

RECTIFICATION — AGREEMENT — MISTAKE — PAROL EVIDENCE — SPECIFIC PREFORMANCE OF AGREEMENT AS RECTIFIED—JUDICATURE ACT, 1873, s.

Action for rectification of a written agreement and specific performance of the agreement as rectified. The agreement was for the purchase by the plaintiffs, for £600, of certain patent rights of the defendant, and in terms it referred to these British patents and all other improvements the defendant might thereafter make in connection with such patents. The defendant contended that the agreement did not include foreign patents, and proceeded to take out patents in France and the United States. The plaintiffs alleged that the real contract was for the purchase by them of all the defendant's inventions whateover in noiseless tyres, and all benefits arising from them, and that the misdescription was owing to the common mistake of both parties.

KAY, J., said that on the evidence the plaintiffs' contention was right, and the court could interfere to prevent a dishonest transaction. There must be a declaration that the agreement did not carry out the real intention of the parties, and (following Olley v. Fisher, 35 W. R. 301, 34 Ch. D. 367) a decree for specific performance of the agreement so rectified; the defendant must assign his foreign patents to the plaintiffs, and must be restrained from dealing with any of the inventions comprised in the agreement as rectified, or applying for patents for such inventions in foreign countries, and he must pay the costs of the action, setting off his costs of

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obtaining the foreign patent.—Counsel, Marton, Q.C., and T. L. Wilkinson; Remshaw, Q.C., and A. L. Ellis. Solicitors, Haiden, Woodward, McLeod, & Blyth; J. H. Johnson, Sm, & Ellis.

Re H. DIVERS (Deceased), ATTORNEY-GENERAL v. GREGORY-Chitty, J., 23rd July.

WILLS ACT (1 VICT. C. 26), 88. 15, 17-LEGACY TO EXECUTOR WITNESS-EXECUTOR TAKING BENEFICIALLY.

In this case a testator, who died in 1887, by his will, made the same year, gave all his property to one Gregory, and appointed him sole executor. Gregory's wife had attested the will, but it was contended by Gregory that, as his executorship was not avoided by the Wills Act, he was, notwithstanding section 15 of the Act, avoiding the gift to him contained in the will, nevertheless entitled to the undisposed of personalty, as it did not appear that the testator had any next of kin, and the property came to him by virtue of his office of executor, the right of the executor, under the circumstances, being unaffected by 1 Will. 4, c. 40. The testator died possessed of personal property only. Williams v. Arkle (L. R. 7 H. L. 606) was referred to.

Chity, J., said that an executor under such circumstances could no more claim the gift which the Act rendered null and void than he could have claimed an ordinary legacy which had lapsed. If he were to allow

more claim the gift which the Act rendered null and void than he could have claimed an ordinary legacy which had lapsed. If he were to allow Gregory's contention he would be letting in the very mischief which the Wills Act was intended to prevent. There must be an order for an account and an inquiry who were the testator's next of kin.—Counsel, Ingle Joyes; C. E. E. Jenkins. Solicitors, Have & Co.; Bordman & Co.

Re INGLEBY (Deceased), CROSSKELL v. INGLEBY-Chitty, J., 24th July. WILL-CONSTRUCTION-GIFT TO "RESIDENT PRIEST"-RESIDENCE.

In this case a question arose as to the meaning of the word "resident." It appeared that a testatrix, who died in 1844, by her will, made in 1838, had bequeathed the yearly sum of £20 upon trust for "the resident priest for the time being of the Roman Catholic chapel at Lawkland," with a gift over on a cessation of residence for a period of twelve months. It appeared that the chapel at Lawkland was an ancient chapel with a house, and some few acres of land attached to the house. In recent years other (latholic principles and specific principles and specific principles. Catholic missions had sprung up in the vicinity, and the plaintiff, who had been appointed resident priest of Lawkland, usually lived at one of these missions some six miles from Lawkland, but he kept the house at Lawkland Chapel in repair, kept servants there, paid the rates and taxes, slept there some twelve times during the year, and held services there about thirty to fifty times in the year. The defendant, who was the legal personal representative of the testatrix, objected to continue the payment of £20 a year, on the ground that there was nothing which shewed such residence as satisfied the intention of the testatrix: Re Moir, Warner v. Moir (32 W. R. 377, 25 Ch. D. 605), Bond v. St. George's, Hanover-square (19 W. R. 101, L. R. 6 C. P. 312), and The Northallerton case (10 Mail. & Hard. 1701 were cited 170), were cited.

Courty, J., said that the line of authorities shewed two things, first, ast to constitute residence in a particular place a man need not live at that place continuously; and, secondly, that a man might have at one and the same time two residences. In the present case the plaintiff's residence at Lawkland was not a colourable or even a nominal residence, residence at Lawkland was not a colourable or even a nominal residence, and being satisfied that the plaintiff was in point of law and for all practical purposes residing at Lawkland, inasmuch as he kept up the house there, paid rates and taxes, went over and slept there, and also did all that was required from a resident priest, he held that he was entitled to the £20 per annum, and the defendant must pay costs.—Coursex, Gstey; R. F. Norton. Solicitors, T. R. Hargreeves; Ridedale & Son, for Hartley, Settle.

Re THE EARL OF RADNOR (Deceased)-Chitty, J., 29th July.

SETTLED LAND ACT, 1882, ss. 37, 53-HEIRLOOMS-TENANT FOR LIFE

In this case the question arose as to the power of the court under the Settled Land Act, 1882, s. 37, to make an order for the sale of heirlooms. The heirlooms in question were three pictures forming part of the Longford Castle collection, which had been settled by the will of the late Earl of Radnor in the usual way so as to follow the estates and title. The sanction of the court under section 37 was asked to a conditional contract for the sale of the three pictures at a price of £55,000. The applicant was the present earl, the tenant for life, and the application was supported by the earl's eldest son, who was of age, and was the next tenant for life, but was opposed by the earl's brother and other collateral relations, and also by the sole surviving trustee under the will. There was no tenant in tail in existence.

CENTRY, J., said that the power of selling heirlooms given by section 37

no tenant in tail in existence.

CRITTY, J., said that the power of selling heirlooms given by section 37 to the tenant for life in possession was made subject by the section to the sanction of the court. Section 37 itself gave, however, no indication of the grounds upon which the court had to proceed in making or retusing to make the order. It was obvious that it was a discretionary jurisdiction, and, being conferred upon a court of justice, it followed that it was to be exercised on judicial principles. But, as he had said in a former case, Duks of Marbbrough v. Sarteris (35 W. R. 55, 32 Ch. D. 616, at p. 624), although the section itself contained no guide to the court as to the grounds upon which it should proceed, the 53rd section did afford some assistance. That section treated a tenant for life as a trustee, and emakted that in exercising any power under the Act he should have regard some assistance. That section treated a tenent for life as a trustee, and enacted that in exercising any power under the Act he should have regard to the interest of all persons entitled under the settlement. The phrase had been borrowed from preceding Acts of Parliament. (See the 20th section of the Settled Estates Act, 1877.) The tenant for life, therefore, had a discretionary power of sale over the settled chattels, in the exercise of

which he was to be treated as a trustee who was to have regard to the interests of all persons under the settlement. In the exercise of a discretionary power by a trustee, the court, in its ordinary jurisdiction, would see that the power was not exercised improperly or unreasonably. (See Tempest v. Camoys (31 W. R. 326, 21 Ch. D. 571). In the present case those who opposed the application had made use of an elaborate argument founded on the testator's intention. They had made a distinction between what was called the primary intention and the second intention, or the general intention and the particular intention of the testator. It appeared to him that considerations of that kind had but little weight, because, unquestionably, if the intention of the testator was to be looked at, a tenant for life could not sell at all. But it was the Act of Parliament which, upon grounds that appeared to be sufficient to the Legislature, had enacted, in contravention of the testator's intention, that the tenant for life might sell the settled property. It had empowered him to which he was to be treated as a trustee who was to have regard to the tenant for life might sell the settled property. It had empowered him to sell the fee simple of the land of his own free will without the consent of the trustees or any order of the court (section 3); to sell the principal the trustees or any order of the court (section 3); to sell the principal mansion house either with the consent of the trustees or an order of the court (section 15); and to sell the heirlooms if he obtained an order of the court (section 37). These were permanent powers, wholly independent of and overriding the settlor's intention. They could not be taken away from the tenant for life by the settlor; any attempt on the part of the settlor to prohibit or restrict the exercise of these statutory powers was void (section 51). Nor could the tenant for life contract himself out of the powers (section 52). So great was the confidence reposed by the Legislature in the tenant for life that it had intrusted to him the right of selecting out of the various statutory purposes to which capital money might be applied the particular purpose to which it should be applied (section 22). It left it to him to submit to trustees or the court a scheme of improvements which, though considered beneficial to the estate, were of a less permanent character than the improvements which were held by the old Court of Chancery to be "lasting improvements." In regard to the trustees, they were free from responsibility for giving their consent to the sale of the mansion or to a scheme of improvements, or any other consent under the Act (section 42). He mentioned ments." In regard to the trustees, they were free from responsibility for giving their consent to the sale of the mansion or to a scheme of improvements, or any other consent under the Act (section 42). He mentioned these provisions for the purpose of shewing the extent to which the tenant for life had powers over reaching the settlement and the intention of the settler. Without going so far as to say that his intention must be wholly laid aside, he did not see how it would be right to do more than to take it into consideration as one of the general circumstances of the case. He desired to repeat here, what he had said before, that this controlling power of the court was a discretionary power, and that it must be exercised with regard to all the circumstances of each particular case, anxious attention being given to such circumstances, which varied greatly. He said emphatically that this discretion ought not to be crystallized, as it would become in course of time by one judge attempting to prescribe definite rules with a view to bind other judges in the exercise of the discretion which the Legislature had committed to them. This discretion, like all other judicial discretions, ought, as far as practicable, to be left untrammelled and free, so as to be fairly exercised according to the exigencies of each particular case. The consent of the relations who opposed here was not required by the Settled Land Act, 1882. Their consent was really not material. The Settled Land Act was an entirely new departure, differing in principle from the Settled Estates Act, 1877 (see ss. 24—27), which required, in substance, that every person interested, new departure, differing in principle from the Settled Estates Act, 1877 (see ss. 24—27), which required, in substance, that every person interested, down to and including the first tenant in tail, should either concur in the application or be before the court. His lordship then held that, taking into account the circumstances of the case and the position of the family, and the advantage to which the purchase-money of the pictures could be put for paying off part of a large sum secured by way of a prior charge upon the family estates by means of a term of years, the court was justified in making an order as asked for.—Coursen, Romer, Q.C., and W. C. Druce; Sir H. Davey, Q.C., and S. Dickinson; Latham, Q.C., and Theobald. Solicitons, Bompas, Bischoff, & Oc.; Wickham, Moberly, Tyles, & Wickham; Cartis-Hayward. Curtis - Hayward.

BUTCLIFFE v. WARDLE-Fry, L.J., 28th July.

LEASE-OPTION TO LESSEE TO PURCHASE REVERSION-SUFFICIENCY OF NOTICE TO EXERCISE OPTION-NOTICE TO ONE OF THREE TRUSTERS.

The question in this case was, whether a lessee, who, under a lease made to him by the trustees of a will, had an option to purchase the reversion, had given a sufficient notice of his desire to exercise the option. reversion, had given a sufficient notice of his desire to exercise the option. The testator appointed three trustees and executors of his will, one of whom was his widow, to whom the income of his residuary estate was given during her widowhood. The trustees, after the death of the testator, granted to the plaintiff a lease of a freehold house which formed part of the testator's estate for a term of seven years from the 1st of May, 1882. The lesse contained a proviso that "if the lessee, his executors, administrators, or assigns, shall, at any time before the 1st of May, 1889, give to the lessors, or the survivors or survivor of them, or the executors, administrators, or assigns of such survivor, a notice in of May, 1889, give to the lessors, or the survivors or survivor of them, or the executors, administrators, or assigns of such survivor, a notice in writing stating the intention of the person or persons serving such notice to purchase the reversion in fee simple of the premises hereby demised at the price of £800, then and in such case the person or persons giving such notice shall purchase the reversion at the price of £800" subject to certain conditions. On the 1st of May, 1888, the plaintiff gave notice by letter to the widow alone "that I shall purchase the freehold property situate, &c., from you according to lesse and agreement made on the 1st of July, 1882." The widow, without any communication with her co-trustees, instructed the solicitors of the trustees to send an abstract of title of the property to the plaintiff. The abstract was sent accordingly, and the plaintiff accepted the title, and in August, 1888, he sent the draft of a 0,

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conveyance for approval by the trustees. Ultimately, however, in January, 1889, the trustees' solicitor informed the plaintiff that the trustees were unable to carry the sale into effect. The plaintiff, in March, 1889, brought this action for the specific performance of the agreement to sell him the reversion, claiming also damages for breach of agreement, and, in the alternative, a conveyance of the widow's life interest. The plaintiff had never given any notice of his intention to exercise the option to the other two trustees, and one of those trustees did not, in fact, know till after the commencement of the action that notice had been given to the widow.

widow.

FRY, L.J., held that there was no valid contract for the purchase of the reversion. The terms of the clause which gave the option to purchase imported that, if all the three trustees should be living, the notice must be given to them all; that if one of them was dead, the notice must be given to the sole survivor. The court was not at liberty to alter the terms of the option by inserting the words "or any of them." The point was not one of form only. If the notice was given to all the three trustees, it would be the duty of them all to see that proper steps were taken to carry the sale into effect. If a notice given to one trustee alone was held sufficient, the other trustees might be involved in litigation in consequence of a proceeding of which they had never heard.—Counsar, Warmington, Q.C., and H. Laes Fraser; Neville, Q.C., and W. D. Rawlins.

Solicitors, Hopwood & Sons; Clarks, Rawlins, & Co.

ADAMS v. ADAMS-Fry, L.J., 29th July.

WILL-CONSTRUCTION-FORFHITURE-BEQUEST OF ANNUITY-PROVISO FOR Cesser on Interference or attempted Interperence in Management of Testator's Estate—Action to enforce Payment of Annuity.

OBSER ON INTERPREREC OR ATTEMPTED INTERPRENCE IN MANAGEMENT OF TESTATOR'S ESTATE—ACTION TO EMPORED PAYMENT OF ANNUITY.

The question in this case was whether, under the terms of a will, an annuitant had forfeited his annuity by bringing an action to enforce its payment. The plaintiff's father, by his will, bequeathed to him an annuity, which he charged on a farm called Rydon. The testator also devised some copyhold property charged (inter alia) with the payment of mortgage debts in exoneration of his other property. The Rydon property was subject to a mortgage created by the testator. The trustees of the will were Charles Adams and Emily Adams, the latter of whom was also residuary devisee. The action was brought sgainst the trustees, and the plaintiff claimed an account of his annuity, alleging that he had not been paid. He also sought to have the mortgage on the Rydon estate discharged, and he alleged that the Rydon property had been wasted by the trustees. He claimed an injunction to restrain the defendants from occupying the trust property for their private benefit and committing further acts of waste, and the appointment of a receiver. He also sought to have Charles Adams removed from being a trustee. The will contained a proviso that, if the plaintiff should in any way intermeddle with or interfere in, or attempt to intermeddle with or interfere in, the management of the testator's real or personal estate, or if he should commit or suffer any act or default, by means whereof but for this provise the annuity would become payable to any other person, the annuity should immediately cease. The defendant Emily Adams by a counter-claim asked for a declaration that the plaintiff's annuity had ceased by reason of his attempted interference in the management of the testator's real estate in bringing the action.

Fax, L.J., held that the plaintiff had forfeited his annuity. He held that

asked for a declaration that the plaintiff's annuity had ceased by reason of his attempted interference in the management of the tostator's real estate in bringing the action.

FRY, L.J., held that the plaintiff had forfeited his annuity. He held that no ground had been shewn for removing Charles Adams from his office it trustee, and that the plaintiff had, in fact, been paid his annuity, and was not entitled to an account. Even if the plaintiff was entitled to have the Rydon property kept up at its full value, the alleged acts of waste were of a trumpery character, which need not be considered. As to the question of the cesser of the annuity raised by the counter-claim, the words of the proviso must be considered. It was not suggested that the plaintiff had interfered with the management of the personal estate. The question was, whether the bringing of this action was an attempt to interfere with the management of the real estate. The language of the proviso was very strong—"If he should interfere, or attempt to interfere, in any way." One of the ways in which a person might attempt to interfere with the real estate was by bringing an action asking for the appointment of a receiver of the property, as well as an injunction to prevent the defendants from occupying the trust estate. If the action had been book fide brought in defence of the plaintiff's annuity, his lordship would have been prepared to hold that it was not an attempt to interfere with the management of the real estate within the meaning of the proviso. But, when there was no probable cause of action, when all the points set up by the plaintiff as to the wasting the property were trivial, and the property was really in good condition, he was of opinion that there was an attempt to interfere in the management of the real property were trivial, and the property was really in good condition, he was of opinion that there was an attempt to interfere in the management of the real property were trivial, and the property was really in good condition, he w

may terminate or be dissolved (inter alia) (4) By winding up, either voluntarily under the supervision of the court or by the court, if the court shall so order, on the petition of any member, sutherised by three-fourths of the members present at a general meeting of the society specially called for the purpose to present the same on behalf of the society, or on the petition of any judgment creditor for not less than fifty pounds, but not otherwise." By section 126 of the County Courts Act, 1838, "it shall be lawful for the High Court, or a judge thereot, to order the remoral into the High Court, by writ of certicars or otherwise, of any action or matter commenced in the court under the provisions of this Act, if the High Court or a judge thereof shall deem it desirable that the action or matter shall be tried in the High Court, and upon such terms as to payment of costs, giving recurity, or otherwise as the High Court or a judge thereof shall think fit to impose." The petition was presented by a member of the society, who had given notice of withdrawal but had not yet been paid off. He had brought an action against the society, claiming to have an instrument of dissolution of the society for still of invalid and void, and had obtained judgment in his favour with costs: vide Siban v. Paures (ants, pp. 253, 378, 33 W. R. 659). He presented the petition in the character of a judgment creditor of the society for \$130, the amount of the taxed costs of the action. The petition was presented on the 26th of June. On the 22th of July the \$130 was tendered by the society to the petitioner, but he refused to accept it, because his costs of the petition were not also tendered. The petition came on to be heard by the county oour judge on the 24th of July. Oral evidence was then taken, and the further hearing was adjourned to the 38th of July the society obtained leave to serve short notice of the present motion for this day. During the hearing in the county court his judge expressed a wish that the petition might be transf

DAVIS v. SHAGGASGALE - North, J., 25th July.

SALE OF GOODWILL OF BUSINESS—"RENDER OF CUSTOMERS"—RIGHT OF VENDOR TO SOLICIT FORMER CUSTOMERS.

Vendor to solicit former Customers.

A question arose in this case as to the right of the vendor of the goodwill of a business to solicit his former customers. The defendant carried on the business of a varnish and polish manufacturer, and he entered into the following written agreement with the plaintiff:—"I. Alfred Snaggasgale, hereby agree, for the sum of £500, to render to C. J. Davis all my customers, receipts for making varnishes and polishes, machinery, stock, fixtures, and utensils, &c. And I further agree not to make, or cause to be made for me, any varnish for the purpose of again serving the trade." This was a motion by the plaintiff for an injunction to restrain the defendant, until the trial of the action or further order, from soliciting any person, who was a customer of the defendant prior to the date of the agreement, to deal with the defendant or not to deal with the plaintiff in varnish or polish, or otherwise dealing in the same with such customer.

North, J., granted the injunction. He held that the defendant, having agreed to "render" his customers to the plaintiff, could not be allowed to derogate from his grant by soliciting his old customers to deal with him.—Uouners, Cueme-Hardy, Q C, and Taibet Crespfeld; Maidine.

Solicitors, Double; Taibam, Oblein, § Naza.

Re WOOTTON'S ESTATE-North, J., 26th July.

Powers — Purchase by Railway Company under Computer to Trustees of the court of money paid in by Building Society — Winding up Petition in County Court—Transfer to High Court Begun—Building Society and Act, 1874, 8, 32—County Court Act, 1888, s. 126.

This was an application by motion for the transfer to the High Court of a petition which had been presented to a county court for the winding up of a building society registered under the Building Society under this Act, 1874. Section 32 of that Act provides that "a society under this Act, 1845.

It was, however, urged that, if the money was reinvested in land, the tenant for life would be able under the Settled Land Act to sell the land, and then the proceeds of sale must be paid to the trustees. Re Wright's Trusts (24 Ch. D. 662) and Re Harrep's Trusts (24 Ch. D. 717) were cited,

Norm, J., made the order.—Counsel, D. Pitesirn; J. T. Prior. Solicitors, Weston & Son; Norten, Rose, & Co.

LAW STUDENTS' JOURNAL.

RECENT STUDENTS' CASES.

EQUITY AND CONVEYANCING.

Re Kershaw, Whitaker v. Kershaw (ante, p. 619).—An executor who has handed over the residue of his testator's estate to a residuary legates with notice of a liability to which the estate is subject, is entitled to an indemnity from the legates when the liability becomes a debt which is enforced against the executor.

Re Sines, Sines v. Newserv (ante, p. 490).—On a defaulting trustee, who has been ordered to pay cash into court, being declared bankrupt, the order cannot be enforced by attachment.

Duppin c. Mexican Gold and Silver Obe Reduction Co. (ante, p. 489).

—An application to rectify a company's register of shareholders should be by motion, not by summons.

Rs Head's Trustees and Macdonald's Contract (ants, p. 601).— An authority given by will to devisees upon trust "to adjust and pay all claims made upon his estate" held not to create a charge of debts upon the real state.

RICHARDS & Co. v. BUTCHER & ROBINSON (25 L. J. N. S. 87).—Exclusive agents for sale cannot sue for an infringement of their principal's trade-marks without joining the principal.

Re WELLS, MOLONBY v. BROOKE (25 L. J. N. C. 66) .- A plaintiff in a creditor's administration action is only entitled to the appointment of a receiver against the executor where it can be shown that the assets are being wasted, and not simply to prevent him from (1) retaining his own debt, (2) preferring one creditor to another.

Re Mary Warson (ante, p. 471).—Although a bond fide sale and reletting is not a bill of sale, yet the court is entitled to consider the real nature of the transaction, and is not bound by the form of the documents, but can, on the facts, hold the transaction to be a bill of sale.

AMERICAN BRAIDED WIRE Co. v. THOMPSON & Co. (59 L. J. Ch. D. 425),-On an inquiry as to damages on infringement of patent, the patentee was entitled to recover, not only the sums found to represent the profits on sales made by the defendants, calculated at the patentee's original prices, but also the loss caused to the patentee by the reduction of the price of his own sales occasioned by the illegal competition.

Ex parts Storey, Re Lennox Publishing Co. (89 L. T. 116) .- To entitle a contributory to be relieved of his liability there must have been (1) a repudiation of the shares and a binding agreement by the company to accept pudiation of the shares and a binding agreement by the company to accept it; or (2) proceedings to have his name removed from the list of share-holders actually commenced before the winding up; or (3) similar pro-ceedings commenced by some other shareholder and an agreement by the company to treat them as a test action.

Horns v. Hudson (asis, p. 583).—Interrogatories cannot be administered by a plaintiff to a defendant in an action by a landlord to recover double value of goods alleged to have been fraudulently removed to avoid distress

Re Walters (onts, p. 564).—When trustees appeal unsuccessfully from a decision which was made on their own application, they will be personally liable for the costs of the unsuccessful appeal.

COMMON LAW AND BANKRUPTCY.

FILBURN e. THE PROPLE'S PALACE AND AQUARUM Co. (anis, p. 601).—A person who keeps one of those animals which are as a race dangerous must do so at his peril, and is answerable for damage done, apart from any negligence in its control.

HUBBARD AND ANOTHER v. GOODLEY (38 W. R. 639).—A set-off to reduce a demand to £50 and give the county court jurisdiction must be a set-off admitted by both sides.

Re George, Francis v. Bruce (sets, p. 457).—Although a holder of a bill may renounce his rights against the acceptor, such renunciation must be in writing unless the bill is delivered up to the acceptor (or the maker, in the case of a promissory note).

Re LEHMANN (onte, p. 587).—A bankruptcy notice against a judgment debtor may, in addition to the sum for which judgment has been signed, and which is set out in the judgment, include the amount of interest which has accrued due subsequently to the date of the judgment.

Re Asnwin (ante, p. 567).—An appeal will lie from an order committing a bankrupt for contempt, notwithstanding section 47 of the Judicature Act, 1875.

STCZ σ . REES (ante, p. 505).—The indersement on a writ of summons must state the plaintiff's residence, not merely his place of business.

2. STACKMAN (anis, p. 438).—An assignment of property to a trustee for the benefit of creditors generally does not constitute an act of bank-

ruptcy unless the assignment is one by deed of the whole (or substantially the whole) of the debtor's property.

CRIMES, PROBATE, DIVORCE, &c.

Marks v. Beyfus and Others (ants, p. 619).—The Director of Public Prosecutions cannot be compelled to disclose in evidence the name of an informer on whose evidence, &c., he instituted a prosecution.

IN THE Goods of Miles (59 L. J. P. D. & A. 59).—Although a specific legated may obtain a grant limited to the amount of the legacy without citing the next of kin in case no executor is appointed and there is no residuary clause, the next of kin must be cited if the legated has been living in adultery with testatrix.

IN THE GOODS OF COPE (38 W. R. 628).—On a grant of administration to the chief official receiver in the bankruptcy of the next of kin, sureties to the bond are dispensed with.

REG. v. THE JUDGE OF THE CITY OF LONDON COUNTY COURT, &c. (38 W. B. 638),—A chief officer who, on completion of the voyage, remained on the ship at the owner's request while the vessel was unloading and reloading and was in dock for repairs, can sue in rem in the county court

OWNERS OF THE HEBE #. OWNERS OF ARRATOON APCAR (59 L. J. P. C. 49).—A vessel which has infringed the Regulations for Preventing Collisions at Sea, even if the infraction is slight, will be held to blame equally with the colliding ship which was navigated with reckless negligence.

THE CORIOLANUS (59 L. J. P. D. & A. 59).—Cattlemen on board a salving vessel, who did nothing towards salving the vessel, held not entitled to participate in the salvage award, although rated as crew at the nominal sum of a shilling.

RECENT RESULTS.

TRINITY BAR EXAMINATIONS.—At the General Examination 94 candidates

TRINITY BAR EXAMMATIONS.—At the General Examination 94 candidates were examined, and 67 passed, giving a percentage of 28.77 of failures, while at the Roman Law Examination only 2 candidates out of 54 failed.

June Solicitors' Examinations.—At the Intermediate the number of andidates was 224, of whom 79 failed, the percentage of failures (35) comparing with 33 and 29 in April and January this year. At the Final, out of 319 candidates, 232 passed. As the percentage of failures at the January and April examinations were 42 and 38, the present one, of only 27, is

Satisfactory.

Howours Examination.—Out of 117 candidates only 17 succeeded in getting placed; of these 4 are in the second class and 13 in the third. For no candidate to be good enough for class I. appears to be the rule at present rather than the exception. No prizes were awarded beyond the John Mackrell, which goes to Mr. L. Worthington Evans, who was placed in the second class, and about whom we have gathered the following details:—

Mr. L. WORTHINGTON EVANS was articled in September, 1885, to his father. He has been in the habit almost daily of seeing his father's clients during the last two years, to which fact he attributes his success in gaining the John Mackrell prize. Mr. Evans was educated at Merchant Taylors' and Eastbourne College, and attended the conveyancing lectures at the Law Society in October, November, and December, 1889. He attended no other lectures, and was not "coached" for the examination.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

June, 1890.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following candidates as being entitled to honorary distinctions.

FIRST CLASS.

In the opinion of the committee the standard attained by the candidates does not justify the issue of any first class list.

SECOND CLASS.

[In alphabetical order.]

Laming Worthington Evans, who served his clerkship with Mr. Worthington Evans, of London.

William Levers Plaskitt, M.A., LL.B, who served his clerkship with Mr. Joseph Plaskitt, of London.

Thomas Henry Terry, who served his clerkship with Mr. Samuel Ward, of the firm of Messrs. Ward, Perks, & McKey, of London.

John Lloyd Vaughan Seymour Williams, who served his clerkship with Mr. William Edward Lawrence, of Bristol; and Messrs. Guscotte, Wadham, & Daw, of London.

THIRD CLASS.

[In alphabetical order.]
Charles Joshus Fearnside Atkinson, who served his clerkship with Mr.
James Walter Harland, of the firm of Messrs. Harland & Ingham, of Leeds.

Percy Noel Binns, who served his clerkship with Mr. Thomas England, of Halifax.

Edwin John Pairer, I.L.B., who served his clerkship with Mr. Christopher Fairer, of the firm of Messrs. Caut & Fairer, of Penrith.

Arthur Vaughan Hudson, who served his clerkship with Mr. William

Henry Cobb, of York. Edward Yorke Keele, who served his clerkship with Mt. Edward Rush-

Gamle Alfr Read, of Mee Halifa Free Shaw, Rowel Georg Ern Gaule Joh

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Frank Scaroy, who served his clerkship with Mr. Thomas Shaw, of the firm of Messrs. Challinors & Shaw, of Lock; and Messrs. Rowcliffes, Rawle, & Co., of London.

John Howard Waterman, who served his clerkship with Mr. John George Lincoln, of London and Croydon.

Ernest George Scott Williams, who served his clerkship with Mr. John Gauler Wilton, of the firm of Messrs. Thomas Wilton & Sons, of Bath.

John Bouchier Wimbush, who served his clerkship with Mr. Reade Mourilyan Whittell, of the firm of Messrs. North & Sons, Leeds; and Mr. Maude Barret, of the firm of Messrs. Tennant & Barret, of Leeds.

The Council of the Incorporated Law Society have accordingly given class certificates to the candidates in the second and third classes, and awarded the following prise:—

To Mr. Evans—"The John Mackrell Prize"—value £12 10s.
One hundred and seventeen candidates gave notice for the examination.

FINAL EXAMINATION. UNDER THE SOLICITORS ACT, 1877. Subjects of Examination in the Year 1891.

1. The Principles of the Law of Real and Personal Property, and the

The Principles of the Law of Real and Personal Property, and the Practice of Conveyancing.
 The Principles of Law and Procedure in matters usually determined or administered in the Chancery Division of the High Court of Justice.
 The Principles of Law and Procedure in matters usually determined or administered in the Queen's Beach Division of the High Court of Justice, and the Law and Practice of Bankruptcy.
 The Principles of Law and Procedure in matters usually determined or administered in the Probate, Divorce, and Admiralty Division of the High Court of Justice; Ecclesiastical and Criminal Law and Practice; and Proceedings before Justices of the Peace.
 Candidates are required to give notice in writing forty-two days at least before the date of the examination to the Secretary of the Incorporated Law Society, Chancery-lane, London.

before the date of the examination to the Secretary of the Incorporated Law Society, Chancery-lane, London.

Candidates are also required, at the same time, to leave with the secretary of the society their articles of clerkship and supplemental articles (if any), and the certificate of having passed the Intermediate Examination, together with answers to the questions as to due service and conduct, to be answered by the candidate and his principal and agent (if any). Prints of these questions can be obtained on application at the office of the Incorporated Law Society.

Where articles of clerkship expire between Jan. 10 and April 15, candidates may be examined in January, 1891; between April 14 and May 22, April, 1891; between May 21 and Nov. 2, in June, 1891; between Nov. 1 and Jan. 11, 1892, in November, 1891, or at any subsequent examination.

The examinations in 1891 will be held at the hall of the society, Chancery-lane, London.

The examinations in 1891 will be held at the hall of the society, Chancery-lane, London.

Days of examinations—Tuesday and Wednesday, Jan. 13 and 14, at 10; Tuesday and Wednesday, April 7 and 8, at 10; Tuesday and Wednesday, June 16 and 17, at 10; Tuesday and Wednesday, Nov. 3 and 4, at 10. The Honours Examination is held on the Friday following the Final

Last day for giving notice and depositing articles, &c.—Monday, Dec. 1; Monday, Feb. 23; Monday, May 4; Monday, Sept. 21.

Last day for giving renewed notice and re-depositing articles, &c.—Monday, Dec. 29; Monday, March 23; Monday, June 1; Monday, Oct. 19.

Oct. 19.
Candidates who fail to pass, or attend at the examination for which they have given notice, may attend at any subsequent examination. A renewed notice must, in that case, be given fourteen days, at least, before the date of such subsequent examination.

The fee payable on giving notice of examination is £5, for a renewed notice £2 10s., and for the Honours Examination £1. Cheques or post-office orders should be crossed "Messrs. Goalings & Sharpe."

LEGAL NEWS.

APPOINTMENTS.

Mr. Thomas Edward Scrutton, barrister, has been appointed Lecturer on Common Law to the Incorporated Law Society. Mr. Scrutton was called to the bar in 1882.

Mr. Hugh Frash, barrister, has been re-appointed Lecturer on Equity to the Incorporated Law Society. Mr. Fraser was called to the bar in

Mr. George E. Dering, barrister, has been appointed a Revising Barrister on the South-Eastern Circuit, in succession to Mr. Denman, resigned. Mr. Dering was called to the bar in 1865.

Mr. John Shortt, barrister, has been appointed a Revising Barrister on the South-Eastern Circuit, in succession to Mr. Dickens, resigned. Mr. Shortt was called to the bar in 1866.

Mr. ROWLAND WHITEHEAD, barrister, has been appointed Lecturer on

Miles Herbert Prance, who served his clerkship with Mr. Robert Heale Gamlen, of the firm of Messrs. Gamlen & Burdett, of London.

Alfred Ernest Pratt, who served his clerkship with Mr. Odden Frederick Read, of Mildenhall, Suffolk; and Mr. Robert Heale Gamlen, of the firm of Messrs. Gamlen & Burdett, of London.

Alexander Elliott Rogers, who served his clerkship with Mr. George Watson Neish, of the firm of Messrs. Neish & Howell, of London.

Frank Searby, who served his clerkship with Mr. Walter Storey, of Halifax.

James Webber, Alexander Herbert Webber, and Robert David.

JAMES WEBBER, ALEXANDER HERBERT WEBBER, and ROBERT DAVID DUNCAN, solicitors (Webbers & Duncan), 12, Furnival's-inn, London. June 30.

[Gasette, July 25.

GENERAL.

On the 25th ult. the Royal Assent was given to the following Bills:—Consolidated Fund (No. 2), Open Spaces, Working Classes* Dwellings, Trustees' Appointment, Orchards Rating Exemption, Superannuation (War Department), Education Code (1890), Deeds of Arrangement, Inland Revenue Regulation, Public Health (Scotland) Act (1867) Amendment, Court of Chancery of Lancaster, Barracks, Western Australia Constitution, Colonial Courts of Admiralty, Intestates' Estates.

Constitution, Colonial Courts of Admiralty, Intestates' Estates.

The Pail Mail Gazette says a most unusual sight was witnessed in the corridor outside the Appeal Court on Wednesday morning. In an Admiralty case the Master of the Rolls and Lords Justices Lindley and Bowen were hearing, a question arose about the condition of a ship's cable. On being told that the cable lay in a corner of the corridor, Lord Esher immediately suggested that "the court should look at it," and accordingly their lordships rose from their seats and walked through the court into the corridor, followed by a large crowd of barristers, who gazed in mute astonishment at the judges' unique performance. The cable was uncolled and displayed at length, and Lord Esher and his colleagues returned to the seat of justice evidently much impressed with what they had sentence the seat of justice evidently much impressed with what they had sentence the seat of justice evidently much impressed with what they had sentence the sentence of the senten

the seat of justice evidently much impressed with what they had seen. At the Central Criminal Court on the 29th ult., William Hugh Falvey and Edwin Foskett, accountant, who were found guilty last sessions of stealing and receiving large numbers of Inland Revenue stamps, varying in value up to £10 each, were brought up for sentence. The stamps in question had been obtained by some means from Somerset House, and were sold by Falvey, and the two prisoners also endeavoured to get the money for some of them from the Inland Revenue department as spoiled stamps. Sentence was postponed to enable Fockett to give information as to the persons in the department who had supplied him with the stamps, but he had not given any information. The Common Serjeant sentenced Falvey to eighteen months' hard labour and Fockett to five years' penal servitude.

The Daily News says:—It is the habit of the judicial mind to take no

years' penal servitude.

The Daily News says:—It is the habit of the judicial mind to take no count of what is called remote damage. Perhaps it was for this reason that Lord Coleridge at the Liverpool Assizes was sorely puzzled when a witness who admitted that he had suffered from delirium tremens explained that "that was because he had been annoyed by his mother." An American judge would, perhaps, here have deaired the witness to be good enough to tell him "where the whisky came in"; but the Lord Chief Justice only said, "Let me understand this delirium tremens? How did that come about?" After a somewhat laborious investigation, it was discovered that the witness had quarrelled with his mother in the market place, over the sale of certain pigs. "And that," suggested the judge, "gave you delirium tremens?" "No," was the reply, "but it made me take a little more drink than usual for two or three days, and that's it, your lordship."

In addressing the grand jury at Winehester on the 28th ult.

your lordship."

In addressing the grand jury at Winehester on the 28th ult., Mr. Justice Mathew, alluding to the Sheriffs (Assisse Expenses) Bill, now before Parliament, said it was likely to make a very considerable alteration in existing arrangements. He did not pretend to say that it was not a very great gratification to the judges to be associated in the circuit towns with the first gentlemen of the country. He for himself—and he was sure he only spoke for all the judges—invariably received the utmost courtesy and consideration from the high sheriff. It was thought desirable that the duty of providing for the accommodation and reception of the judges should in future be discharged by the county council and by the ratepayers who elected the county council. Now, county councils might entertain very different notions in different parts of the country as to the way in which her Majesty's judges ought to be received. If there were to be any diminution in the display and deforence for her Majesty's Commission and those who unworthly held it, the judges, he thought, would prefer that there should be no formalities of any sort. The judges could find their way to court without attendance, and when they came they trusted they should find the grand jury to receive them and ald them in the discharge of their duties, with the help of the bar.

On Tuesday the Directors' Liability Bill was considered by the

help of the bar.

On Tuesday the Directors' Liability Bill was considered by the Standing Committee on Law of the House of Lords. There was a large attendance of noble and learned lords, and the third section was amended in many respects. Before proceeding with the amendments, Lord Bramwell criticized the Bill generally, and, whilst objecting to many of its provisions, expressed the opinion that it might be made a good Bill. He said that the people who drew the third clause had not got a clear view of the law in their minds, especially as regarded the phrase, "untrue or misleading statement in the prospectus." Lord Herschell said he had placed some amendments on the paper which would meet Lord Bramwell's objection. The amendments were then considered, and the third clause was altered as follows:—"Where a prospectus or notice invites persons to subscribe for shares in, or debentures or debenture stock of, a company, every person who is a director of the company at the time of the issue of

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the prospectus or notice, and every person who is named in the prospectus or notice as a director of the company or as having agreed to become a director of the company, either immediately or after an interval of time, who shall have authorized such naming of him, and every promoter of the company who has authorized the issue of the prospectus or notice shall be liable to pay compensation to all persons who shall subscribe for any shares, debentures, or debenture stock on the faith of such prospectus or notice for the loss or damage they may have sustained by reason of any untrue statement in the prospectus or notice, or in any report or memorandum appearing on the face thereof, or by reference incorporated therein, or issued therewith unless he proves—(a) with respect to every such untrue statement, not purporting to be made on the authority of an expert or public official document or statement, that he had reasonable ground to believe, and did, up to the time of the allotment of the shares, debentures, or debenture stock, as the case may be, believe, that the statement was true; and (3) with respect to every such untrue statement purporting to be a statement by, or contained in, what purports to be a copy of, or extract from, any report or valuation of an engineer, ment purporting to be a statement by, or contained in, what purports to be a copy of, or extract from, any report or valuation of an engineer, valuer, accountant, or other expert, that it fairly represented the statement made by such engineer, valuer, accountant, or other expert, or was a correct and fair copy of, or extract from, the report or valuation, and that he had reasonable ground for believing, and did, up to the time of the allotment of the shares, debentures, or debenture stock, as the case may be, believe that the report or valuation was made in good faith by the person by whom it purports to have been made, and that the person making it was competent to make it." At this point the consideration of the remainder of the clause was adjourned till Friday.

COURT PAPERS.

SUPREME COURT OF JUDICATURE,

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		APPRAL COURT No. 2.	Mr. Justice KAT.	Mr. Justice CHITTY.
Monday, August Tuesday Wednesday Thursday Friday Saturday	678	Mr. Beal Pugh Beal Pugh Beal Pugh	Mr. Rolt Farmer Rolt Farmer Rolt Farmer	Mr. Godfrey Leach Godfrey Leach Godfrey Leach
		Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice KEREWICH.
Monday, August Tuesday Wednesday Thursday Friday Saturday	5 6 7	Mr. Jackson Clowes Jackson Clowes Jackson Clowes	Mr. Carrington Lavie Carrington Lavie Carrington Lavie	Mr. Ward Pemberton Ward Pemberton Ward Pemberton

BIRTHS, MARRIAGES, AND DEATHS. MARRIAGE

Blew,-July 98, at St. Mary's, Wallingford, Berks. Francis Arthur, of Ringwood, Hants, solidtor, to Ada Biew, widow of the late Thomes of the Hanberries, Bishop's Frome, Hereford.

WINDING UP NOTICES.

London Gazette.-FRIDAY, July 25. JOINT STOCK COMPANIES,

JOINT STOCK COMPANIES.

LIMITED IN CHANGEY.

CAMBRIAN PREIGHT AND OUTETI INSURANCE ASSOCIATION, LIMITED—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas & Son, Chapel chumbs North, Chapel st. Liverpool

DRIENCE VERSIL CONSTRUCTION CO. LIMITED—Petn for winding up, presented July 24, directed to be heard before Kay, J. on Saturday, Aug 2 J E & H Scott, King William st, agents for Stobo & Livingston, Newcastle on Tyne, solors for petner

J M JOHNSON & SONS. LIMITED—Petn for winding up. presented July 24, directed to be heard before Kay, J, on Saturday, Aug 2 Withall & Co, Bedford row, solors for petners

to be heard before hay, s, on Debutursy, Alug 2 William a Co, accurate and, solors for pethers

MONTE CARLO GOLD MISSING CO, LIMITED—North, J, has fixed Saturday, Aug 2, at 12, at his chambers, for the appointment of an official liquidator

MORTOAGRAND ASD AGENCY CO OF AUSTRALAMA, LIMITED—By an order make by Stirling, J, dated July 5, it was ordered that the voluntary winding up of the company be continued Linklater & Co, Bond ct, Walbrook, solors for pethers MORTH AND SOUTH WALES IND SAILING SHIPS FIRSHIPH AND OUTHER MUTUAL MARISE INSURANCE ASSOCIATION, LIMITED—Creditors are required, on or b fore Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Thomas & Son, 30, Chapel chmbra North, Chapel st, Liverand

debts or claims, to Thomas & Son, 20, Chapel chmbrs North, Chapel st, LiverDOETH WALES MUTUAL MARINE INSURANCE ASSOCIATION, LIMITED—Creditors
as e required, on or before Aug 51, to send their names and addresses, and the
particulars of their debts or claims, to Thomas & Son, 20, Chapel chmbrs North,
Uhapel st, Liverpool
PROVINCIA AI MUTUAL MARINE INSURANCE ASSOCIATION, LIMITED—Creditors
are required, on or before Aug 31, to send their names and addresses, and the
raticulars of their debts or claims, to Thomas & Son, 30, Chapel chmbrs
North, Chapel st, Liverpool
SAFIA ANA SLATE AND SLAS QUARRY CO, LIMITED—Petn for winding up, presented July 31, directed to be heard before North, J, on Saturday, Aug 2
Courteasy & Co, Graceburch st, solors for petners
THE AUTOMACTIC CHROULAE AND STRAIGHT SWITCHBACK RAILWAY SYNDICATE,
LARTED—Creditors are required, on or before Aug 9, to send their names and
addresses, and the particulars of their debts or claims, to John Hargraves, 30,
Bucklernbury
TEM CANADIAN (DIRROT) MEAT CO, LIBITED—Creditors are required, on or before

Bucklersbury DE CAMADIAN (DIRECT) MEAT CO, LIMITED—Creditors are required, on or before Next 4, to send their sames and addresses, and the particulars of their debts or

claims, to John McCall and Henry Hicks, St George's House, Eastcheap Saunders & Oo, Coleman st, solors for liquidators
The Denver Gold Oo, Limited - Creditors are required, on or before Aug 30, to send their names and addresses, and particulars of their debts or claims, to Richard Donagan, 184, Gresham House, Old Broad st
The Midland Engineering Co, Limited - Creditors are required, on or before Aug 28, to send their names and addresses, and the particulars of their debts or claims, to Mr. H. D. Wallen, 18, Union et, Old Broad at Robins & Co, Gresham House, Old Broad st, solors for the liquidator
The Morgan Gold Mining Co, Limited - Oreditors are required, on or before September 3, to send their names and addresses, and the particulars of their debts or claims, to the Hon George Thomas Kenyon, 12, Pancras lane, Queen st, London
The Schanschurff Elegang Light and Develope Co.

debte or claims, to the Hon George Thomas Kenyon, 12, Pancras lans, Queen st. London
THE SCHANSCHIEFF ELECTRIC LIGHT AND POWER CO, LIMITED—Oreditors are required, on or before Aug 4, to send their names and addresses and particulars of their debts or claims to S. De Lissea and H. A. Campbell, care of Richard Rabbidge, 32, Poultry
THE VALLEY GOLD CO, LIMITED—Oreditors are required, on or before Sept 15, to send their names and addresses and particulars of their debts or claims to Arbur Coombo, 14, Cornhill
WOODHOUSS AND RAWSON ELECTRIC SUPPLY CO OF GREAT BRITAIN, LIMITED—Petn for winding up, presented July 24, directed to be heard before Stirling, J., on Saturday, Aug 2 Harper & Battocok, Rood lane, solors for petner Worksfreighling Oattle Placum MUTTAL ASSURANCE CO, LIMITED—Creditors are required, on or before oft 20, to send their names and addresses and particulars of their debts or claims to Herbert Wilson Buck, Worcester, Land Agent Wednesday, Oct 29 at 13, is appointed for hearing and adjudicating on the debts and claims

FRIENDLY SOCIETIES DISSOLVED.

SIE HARRY PRARCE BUFFALO MUTUAL BENEFIT SOCIETY, 34, Russell st, Leicester July 16 STAPLETON LODGE, LO.O F.M U. Friendly Society, Odd Fellows' Arms Inn, Carlton, Selby, York July 21

SUSPENDED FOR THREE MONTHS.

NORTON FOLGATE FREEDLY UNION SOCIETY, Hope Public House, Pollard's 10W, Bethnal Green rd. E. July 23 SLEDWEER POOR MAY'S SOCIETY, Triton Inn, Sledmere, York July 23

London Gasetts.—TUESDAY, July 29. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

LIMITED IN CHANGER.

ABOUKIE BAY TREASURE RECOVERY CO, LIMITED—By an order made by North,
J, dated July 18, it was ordered that the said company be wound up Ben.
nett & Leaver, Bishopsgate at, solors for petur
AUSTRAL TRUETS AND AGENCY, LIMITED—Petition for winding up, presented
July 28, directed to be heard before Stirling, J, on Aug 9 Smith & Rydon,
Lincoln's inn fields, solors for peturs
CONDAL WATER CO, LIMITED—Stirling, J, has fixed Wednesday, Aug 6, at 12, at
his chambers, for the appointment of an official liquidator
DAVID STORME & SORS, LIMITED—By an order made by Kay, J, dated July 19, it
was ordered that the company be wound up Styer, Threadnedle st, solor for
petuge

DATID PROBER & SONS. LIMITED—By an UTUE I made by Asylvic and the company be wound up Styer, Threaduredle st. solor for petter Guadarama Gold Mines. Limited —Creditors are required, on or before Oct 19, to send their names and addresses, and the particulars of their debts or claims, to Regional Embleton Emson, 1. Gresham bidgs. Basinghall at Monday. Nov 10, at 11, is appointed for hearing and adjudicating upon the debts and claims New Zealard Agricultureal. Co. Limited—Peta for winding up presented July 26, directed to be heard before Onitry, J, on Thursday, Aug 7 Nokes & Stammers, Basinghall st, solors for petners
The Bertannia Stream Shipping Co. Limited—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to William Drawbridge, 74, Newborough as, Scarbbrough 115, to send their names and addresses, and the particulars of their debts or claims, to Alfred Dowling & Thomas Burberry, Basingstoke
The Grann Hoffel debt of claims, to Edward Marty Basingstoke
The Grann Hoffel debt or claims, to Alfred William Mantle, 63, Queen Victoria at The Mount Osnord Bilver Lead Mining Co., Limited—Creditors are required, on or before Sept 3, to send their names and addresses, and the particulars of their debts or claims, to Alfred William Mantle, 63, Queen Victoria at Gueen Charles and Charles and Charles Charles

FRIENDLY SOCIETIES DISSOLVED.

SHAKESPEARE PROVIDENT SOCIETY, Blue Boar Inn, Stone st, Dudley, Worcester, July 23. SUBSCRIBERS ANNUITANT SOCIETY, 17, Small st, Bristol. July 15.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gracette.—FERDAY, July 95.

ALLINSON, CHARLES, Castleford, York, Pawnbroker. Sept 8. Leatham, Castleford
ford

BAKES, ALIGE JUDSON, Manningham, Bradford. Aug 9. Beldon & Ackroyd,
BRES, SAMUEL, Manningham, Bradford, Innkeeper. Aug 9. Beldon & Ackroyd,

Bradford ow, Recen, Liverpool, Wholesale Grocer. Sept 1. Dixon & Syers, Liver-

BAYLEY, HANNAH, Smethwick, Stafford. Aug 25. Tyndall & Co, Birmingham Biggin, Samuel, Dronfield, Derby, Sickle Manufacturer. Sept 1. Lucas,

Droefield
BROWN, TIMOHEY, Tanner st., Bermondsey, Cork Merchant. Sept 1. Savidge &
Southern, Gracechurch st
BURTON, JOHN, Copster Green, nr Wilpshire, Lancs, Grocer. Aug 9. Fletcher,
Blackburn

Blackburn Card, Sarau, Rectory grove, Clapham. Aug 20. Miller & Co, Savile row CHAPLIN, THOMAS, Harlow, Essex, Brewer. Sept 29. Mott & Co, Bedford row

CHARLTON, CHARLES, Rast Denton, Northumberland, Farmer. Sept 8. Wilkinson & Marshall Newcastle upon Tyne COLLARD, GEOGES. East Langdon, Kent. Aug 80. Wilks, Deal

DAWES, JOSEPH TOMEYS, Prestwich, Lancaster, Draper. Aug 80. Restall, Bir-EDMUNDS, RICHARD, Pontnewydd, Monmouth, Surgeon. Sept 26. Edwards & Le Brasseur, Pontypool heap

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ELLWOOD, ELIZABETH, Newcastle upon Tyne. Sept 1. Mather & Co, Newcastle on Tyne
EVANS, SARAH, Uchelolen, nr Bridgend, Glam. Aug 31. Hughes, Bridgend FOLJAMBE, CATHERINE, Gand, Belgium. Aug 25. Leathley & Co, Lincoln's inn FORD, JAMES, Hever, Kent. Sept 6. Cripps & Son, Tunbridge Wells GAEQUOINE, BUTLER, Southport, Lancs, Gent. Sept 1. Buck & Co, Southport GIBSON, JOHN, Kendal, Westmoreland, Plumber. Sept 1. Dobson, Kendal GLASSPOOLS, Rev. RICHARD DAVIES, Learnington. Sept 1. Wright & Hassall, Learnington GREENE, CHARLES JOHN, Cannon ist, Gent. Oct 1. Stanley Jones, Austinfrairs Haines, Herry Joseph Rossilliott, Wood st, Westminster, Eeq. Aug 30
Giraud, Faversham
Habbis, Sakurel, Houndsditch, Bead Merchant. Sept 1. Levirton, Duke st,
Aldgate
Hannison, John, Oubley, Derby, retired Faimer. Aug 23. Holland & Rigby,
Ashbourne
Heap, Joshua Milns, Liverpool, Esq. Sept 30. Weightman & Co, Liverpool st, Westminster King, Jemima Ann, Bury St Edmunds. Sept 30. Garrod, Diss Kingsbury, Amelia Isabella, Somerset Lodge, Streatham hill. Aug 30. Hughes & Co, Budge row McCase, William, Eastbourne, Gent. Aug 30. Hillearys, Fenchurch bldgs MYEES, WILLIAM HUGH, Southport, Lanes, Gent. Sept 1. Buck & Co, Southport Nicholson, Sarah Kitty Brandon, Brixton id, Brixton. Sept 28. Mea'l & Sons, Arundell st, Piccadilly circus
Prart, Brnjamin. Goldsmith's row, Timber Merchant. Sept 29. Mott & Oo, Bedford row
Popkin, Mary, Bridgend, Glamorgan. Aug 30. Hughes, Bridgend READER, ANN, Ragian, Monmouth. Aug 22. Gustard, Usk ROSE, WILLIAM JAMES, Cardiff, Batchelor of Medicine. Aug 19. Leigh, Cardiff SANGSTEB, JOHN, Sherborne lane, Merchant. Aug 23. Ellis & Co, College hill SAXTON, SARAH, Newthorpe, Greasley, Nottingham. Aug 15. Barber, Nottingham
Silvester, John, Towyn, Merioneth, Gent. Aug 21. Tweed & Co, Lincoln
Staddon, James, Bristol, Saddler. Aug 23. Silby & Co, Bristol STALEY, DANIEL, Newhall, Derby, Gent. Sept 20. Drewry, Burton on Trent THOMAS, ANN, Bridgend, Glamorgan. Aug 31. Hughes, Bridgend
TURNER, SARAH, Sunderland terce, Westbourne Park. Aug 25. M'Clellan,
Bedford row
TURNFENNY, HENEY TIMOTHY, Dartmouth rd, Forest Hill, Warehouseman. Aug
30. Finch & Turner, Cannon st
VAUGHAN, THOMAS, Liverpool, Steward. Aug 28. Quinn, Liverpool WARDLE, MARGARET, Kirkgate, Leeds, Licensed Victualier. Sept 1. Ward & Sons, Leeds
Webb, William Henry, Painswick, Gloucester, Butcher. Sept 26. Witchell &

Woreall, James, Whalley Range, Manchester, Esq. Aug 23. Slater & Co, Manchester London Gazette. - TUESDAY, July 29. AYTOUN, JAMES, Hyde Park pl, Major in 7th Hussars. Sept 1. Frame, Chancery BALCH, JOHN, South Bruham, Somerset, Yeoman. Aug 59. Bennett, Bruton

Sons, Stroud
Wiggins, William, Gordon rd, Ealing, Lime Merchant. Sept 7. Grenside, Gt
George st, Westminster
WOOD, WILLIAM, Castleton, Derby, Gent. Aug 14. Bennett & Co, Buxton

BAYLY, THOMAS HARVEY DUTTON, Ickwell House, Bedford, Esq. Aug 30. Wilhinson & CO. St Neots:
Bridge rd
Brunn, Aldern, Great Mariborough st, Esq. Oct 1. Marson & Son, Southwark
Bridge rd
Go, Rochdele
Go, Huder Bruton, Somerset, Yeoman. Sept 30. Beanett, Bruton
Earnshaw, Ninkoo, Meltham, nr Huddersfield, Contractor. Sept 30. Layoock
& Co, Huddersfield
Evans, Rachel, Vaynor, Brecon. Aug 26. Lewis & Jones, Merthyr Tydfil
Francis, Richard, Abertridwr, Glamorgan, retired Malster. Sept 30. Lewis,
Gardiff
Gallageren, John, Manchester, Licensed Victuallar. Sept 4. Vancher Caroliff
GALLAGHER, JOHN, Manchester, Licensed Victualler. Sept 1. Vaughan,
Cheadle
GRNT, ANN, Brighton. Sept 1. Weall & Barker, South sq. Gray's fan
GILLING, ALFEED, Northallerton, York, Retired Butcher. Sept 10. Richardson, Thirsk
GRAY, HELEN, Barrington rd, Brixton. Sept 5. Soames & Thompson, Coleman GRAY, HELEN, Barrington rd, Brixton. Sept 5. Soames & Thompson, Coleman street

GREEN, JOHN HENEY, Belaize sq. Hampstead, Esq. Aug 30. Wilkins & Co, Gresham House, Old Broad st

HALL, ELIZABETH, Drayton pk, Hollowsy. Sept 15. Hunters & Haynes, New sq. Lincoln's inn

HAMMOND, MAEGABET, Shrewsbury. Dec 1. Clarke & Sons, Shrewsbury

JONES, SARAH EMILY, Halifax, out of business. Sept 30. England, Halifax

KEMERHY, WILLIAM, Downend, Mangotsfield, Glos, Miner. Aug 11. Cory & White, Cardiff

NASH, JAMES EBEREZER, Lowestoft, Gent. Sept 17. Fraser, Lowestoft

NHILL, JOHN, Leeds, Paper Manufacturer. Aug 30. Clarke & Son, Leeds

PARROTT, HERBET WILLIAM, Worplesdon, Surrey, Miller. Sept 17. Smallpiece & Sons, Guildford

PEPER, GEOGGE, Rylett rd, Shepherd's Bush, Jeweller. Sept 25. Watson & Co, Hammersmich

PIPER, MAEY, Tonbridge, Kent. Sept 1. Stenning, Tonbridge

PLATT, HERBY, Endon, nr Leek, Stafford, Licensed Victualier. Sept 30. Challinors, Hanley

RYNOLDS, GEOGGE, Herstmonceux, Sussex, Gent. Sept 6. Philicox, Burwash

ROSE, GEOGGE, Petersham, Surrey. Sept 1. Cronin, Southampton st, Bloomsbury

SIMPSON. ARTHUR BLYTHE, Cambridge, Publican. Sept 1. Taylor & Co. Derby SIMPSON, AETHUE BLYTHE, Cambridge, Publican. Sept 1. Taylor & Co. Derby STRAD, SAMUEL, Cleckheaton, York, Setting Machine Maker. Aug 30. Clough, Cleckheaton Torn, Thomas, Basford, Nottingham, retired Grocer. Sept 30. Truman, Nottingham
TRICKETT, WILLIAM, Loadbrook, Ecclesfield, York, Firebrick Manufacturer. Sept 25. Rodgers & Co. Sheffield
TURNER, TROMAS, Newington, Kingston upon Hull, Waterman. Aug 22. Woodhouse, Hull house, Hull
WHITEHOUSE, JAMES, Woodsetton, Stafford, Brick Manufacturer. Oct 28.
Saunders & Co. Dudley
WILCOCK, SAMUEL, Pudsey, York, Waste Dealer. Aug 30. Tunnicliffe, Bradford
WOOD, JOSEPH, Moortown, Leeds, Gent. Aug 30. Clarke & Son, Leeds

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal and cheap advance from the TEMPHEADUS PREMANEN BUILDING SOCIETY, 4, Ludgate-hill, E.C. Full particulars free by post.—[ADVI.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette-FRIDAY, July 25. RECEIVING ORDERS.

Anderson, William Warden, Clydesdale rd, Notting hill High Court Pet July 3 Ord July 23 Alton, James, Vinegar yd, Drury lane, Bookbinder

July 22
At 200, James, Vinegar yd, Drury lane, Bookbinder
High Court Pet July 21 Ord July 21
Bosworth, Feederick William, Swadlincote,
Derbyshire, Boot Dealer Coventry Pet July 21
Ord July 21
Collings, Thomas John, Brighton, Jeweller
Brighton Brighton Pet July 22 Ord July 22
Davies, Huohf, Filiphard, Pembrokeshire, Officer of
Oustoms Pembroke Dook Pet July 19 Ord
July 19

Customs Pembroke Dook Pet July 19 Ord July 19
DAVIS, PHILIP CHARLES, Leppoo rd, Clapham, Builder High Ocure Pet Feb 28 Ord July 22
DGE, FLWARD BAYLY, Oxford, Printer Oxford Pet July 21 Ord July 21
FINCH, MARK, East Malling Heath, Kent, Market Gardener Maidetone Pet July 23 Ord July 23
FRINGH, JOSEPH, Kidderminster, Boot Dealer Kidderminster, Pet July 16 Ord July 28
FRINGH, JOSEPH, Kidderminster, Boot Dealer Kidderminster P. t-July 16 Ord July 16
GILL, EDWIS, Birmingham, Milkeeller Birmingham Pet July 23 Ord July 23
GOLDMAN, DOBA, Leode, Slipper Manufacturer Leeds Pet July 23 Ord July 31
GOLDMAN, JOHN 1 HOMAS, Birmingham, Wood Turner Birmingham Pet July 21 Ord July 31
HANGED, WILLIAM, Skewen, Dr. Neath, Collier Neath Pet July 10 Ord July 31
HOMN, CHRISTOPHER, Clay Hill, Bushey, Hertfordshire, Grocer St. Albans Pet July 21 Ord July 31
HUMPHRYS, HARRY, Forest ter, Forest Gate, Mercantile Clerk High Court Fet July 22 Ord

cantile Clerk High Court Fet July 22 Ord July 39 JACKSON, WILLIAM, Putcey Bridge parade, Putney, Fancy Warehouseman Wandsworth Fet July 21 Ord July 31 KHABLEY, JOHN, Park rd, Haverstock hill High Court Fet July 2 Ord July 23

KERFHAW, WILLIAM, Preston, Lancashire, Licensed Victualier Preston Pet July 22 Ord July 22 Cand July 22 Ord July 23 Ord July 22 Ord July 24 Ord July 25 Ord July 25 Ord July 25 Ord July 25 Ord July 26 Ord July 27 Ord July 27 Ord July 27 Ord July 28 Ord July 29 Ord July 2

POULTON, BURES GEORGE, Angel rd, Edmonton, Nurseryman High Court Pet July 22 Ord July 23

Nurseryman High Court Pet July 22 Ord July 23
RALPH, AUDSLEY, Headingley, Leeds, Solicitor Leeds Pet July 4 Ord July 22
RHODES, GEORGE, and ROBERT WERFON, Leicester, Boot Manufacturers Leicester Pet July 23 Ord July 23
SIELDON, JOSEPH, Manohester Commission Agent Manchester Pet July 21 Ord July 21
SIEDHEND, TIMOTHY, Sheen Fark, Richmond, Domestic Machinist Wandsworth Pet July 22
Ord July 22
SEART, SIERON, Totterdown, Bristol, Grocer Bristol Pet July 22 Ord July 22
TILL CHARLES, Sileby, Leicestershire, Brick Manufacturer Leicester Pet July 22 Ord July 22
TITHERIDGE, JARES WILLIAM, High st, Wood Green, Draper Edmonton Pet July 17 Ord July 22

FIRST MEETINGS.

BABIEE, JOSEPH HENRY, Falcon rd, Battersea, Cheesemonger Auglat 3 24, Railway approach, London Bridge
BATES, EDWIN, Queen's rd, Peckham, Saddler Aug
Satil 33, Qarey st, Lincoln's inn
BELL, JOHN JAMES, Choriton on Medicek, Joiner
Auglat 3.0 Off Rec, Ogden's cbbrs, Bridge st,
Manchester
BOALE, ABEL, Liverpool, Flour Dealer Aug 6 at 2
Off Roc, 35, Victoria st, Liverpool

Hull
FRANK, GUSTAV, Queen Victoria at, Cigar Merchant
Aug 1 at 1 23, Carey at, Lincoln's inn
GOTTS, JAMES PHILIP, Norwich, out of business
Aug 2 at 11 Off Rec, 8, King at, Norwich
IRITAND, WILLIAM, Belgrave, Leicester, Clicker
Aug 1 at 12 30 Off Rec, 34, Friar lanc, Leicoster
JHKINS, WILLIAM OHABLES, Elliver st, Kensungton,
Grocer Aug 1 at 12 Bankrupkey bidges, Lincoln's

Grooer Aug 1 at 12 Bankrupsey brogs, Lichfield.

JOHERNS, JOSEPH SOUTHALL, Shenstone, nr Lichfield.

Grooer Aug 13at 11.30 Off Rec, Waisall

LAMBERT, JOHN, Gateshead, out of business Aug 5
at 2 30 Off Rec, Pink iame, Newcastle on Tyme
McKay, John, Whitehaven, Cumberland, Boot and
Shoe Dealar Aug 1 at 12.30 er, Dute st, Whitehaven
NEWSON, EDWARD BOWDEN, Mincing lane, Tea Merchant Aug 6 at 12 Backruptey bidgs, Lincoln's
ion

chant Aug e at if Backruptey bugs, Lacouns ion
NUTTING, WILLIAM, Lavender Hill, Battersea. Oorn
e orchant Aug 7 at 10.30 24, Railway approach,
London bridge
PANTER, ALTERD, Leicester, Fishmonger Aug 7 at
17.30 Off Rec, 34, Friar lane, Leicester
PEAKE, THOMAS, Nuncation, Warwickshire, Confectioner Aug 1 at 10 Off Rec, 17, Hertford et,
Coventry
PERCE, CHARLES GOODWIN, Biddeston, Suffolk,
Chemist Aug 1 at 12.15 Office of Off Rec, Ipawich,
REYNOLES, JAMES, Croydon, Surrey, Builder Aug 1,
at 2 21, Railway Approach, London Bridge
ROBINSON, ELLEW, Norton, Aldingbourne, Sussex,
Widow Aug 1 at 12 Off Rec, 4, Pavilion bidge
B'ighton

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ROSE, THOMAS PAREY, Union grove, Clapham,
Poultry Selesman Aug 1 at 2.30 33, Carey st,
Lincoln's inn fields
SAIT, CHARLES, West Hartlepool, Steamship Owner
Aug 1 at 11 Royal Hotel, West Hartlepool
SEWSLI, HENEY, Warvick 76, Kensington, Genk
Aug 1 at 1 33, Carey st, Lincoln's inn fields
HELDON, JOSEPH, Manohester, Commission Agent
Aug 1 at 3 Off Rec, Ogden's chmbrs, Bridge st,
Manchester
SMITH, JOHN CLIFTON, and FREDERICK COOK, jun,
Henrictta st, Covent garden, Commission Agents
Aug 6 at 12 Bankruptcy bldgs, Portugal st,
Lincoln's inn fields
SPENCE, JOHN BERGER, Haff Moon st. Pleosdilly
Aug 1 at 2 30 Bankruptcy bldgs, Portugal st,
Lincoln's inn fields
STRINGER, DAVID, Annette 1d, Holloway, Provision
Dealer Aug 1 at 11 33, Carey st, Lincoln's inn
fields
THE, CHARLES, Sileby, Leices, Brick Manufacturer

fields
TILL, CHARLES, Sileby, Leices, Brick Manufacturer
Aug 6 at 6.30 Off Rec, 34, Friar lane, Leicester
TORGUZ, WILLIAM PALMER, St Alban's rd, Keneington, Corn Dealer Aug 1 at 13 33, Carey st,
Lincoln's inn fields
TUCK, W H, Cathcart rd, West Brompton Aug 6 at
11 Bankruptoy bldgs, Portugal st, Lincoln's inn
fields

fields
TUNNARD, JOHN, Leeds, out of business Aug 1 at 8
Off Rec. 22, Park row, Leeds
Waters. THOMAS. Gosport, Baker Aug 6 at 2,30
166, Queen st, Portsea
WOODFORD, JAMES HENER, Newport, Mon, Grocer
Aug 1 at 12 19, Tredegare pl, Newport, Mon
YOUNG, ROBERT DIXON, Swaffham, Norfolk, Licensed
Victualler Aug 2 at 11.30 Off Rec, 8, King st,
Norwich
ADJUDICATIONS

ADJUDICATIONS. ADJUDIOATIONS.

ADJUDIOATIONS.

Farmer Bedford Pet July 10 Ord July 22
ASTON, JAMES, Vinegar yard, Drury lane, Bookbinder High Court Pet July 21 Ord July 21
BARKER, JOSEPH HENEY, Setteington, Yorkshire, Oheesemonger Wandsworth Pet June 10 Ord
BELL, JOHN JAMES, Chorlton on Medlock, Joiner Manchester Pet July 18 Ord July 21
BENNAMIN, JOSEPH, Butherland avenue, Maida Vale, Gent High Court Pet June 25 O d July 23
BOSWORTH, FERDERICK WILLIAM, Wolverhampbon, Boot Dealer Coventry Pet July 21 Ord July 28

Boot Dealer Covening
July 23
CALE, WILLIAM, Adelaide rd, Haverstock hill, of no
occupation High Court Pet June 18 Ord

July 25
CALE, WILLIAM, Adelaide rd, Haverstock hill, of no occupation High Court Pet June 18 Ord July 21
COPUS, HERBERT, Hornsey rd, Holloway, Cornchandler Bigh Court Pet July 19 Ord July 19
DAMES, H. M. LONGWORTH, CORNHILL, Stock Broker High Court Pet April 15 Ord July 22
DAYLES, HUGH, Tower Hill, Fishguard, Pembrokebhire, Officer of Customs Pembroke Dook Pet July 18 Ord July 19
PERNCH, JOSEPH, Kidderminster, Boot Dealer Kidderminster Pet July 16 Ord July 17
GOLDMAN, DORA, Leede, Slipper Manufacturer Leeds Pet July 25 Ord July 23
GOODMAN, JOHN THOMAS, Birminghan, Wood Turner Birmingham Pet July 31 Ord July 22
GOTIS, JAMES PHILIP, Norwich, out of business Norwich Pet July 18 Ord July 19
MANPOED, WILLIAM, Tai Level, Skewen, nr Neath, Collier Neath Pet July 21 Ord July 21
HUMPIEYS, HAREY, Forest terr, Forest Gate, Mercantic Clerk High Court Pet July 22
UTINEN, WILLIAM, and FERDERBUK VANN, Leicester.

cantic Clerk High Court Pet July 22
July 22
JUDKIN, WILLIAM. and FREDERICK VANN, Leicester,
Lesther Manufacturers Leicester Pet June 10
Ord July 21
MCKAY, JOHN, Whitehaven, Cumberland, Boot
Dealer Whitehaven Pet July 18 Ord July 18
MOORE, JOHN, Roman rd, Bow, Cheesemonger High
Court Pet July 15 Ord July 21
NEWMAN, OWER EDWIR, Rayne, Essex, out of business Chelmaford Pet July 19 Ord July 21
PAKER, THOMAS, Nuneaton, Warwicksbire, Confectioner Coventry Pet June 30 Ord July 21
SHIBLDON, JOSEPH. Crumpaell, Manchester, Commission Agent Manchester Pet July 31 Ord
July 21

July 21

BMART, SIMEON, Totterdown, Bristol, Grocer
Bristol Pet July 22 Ord July 22

WHITLEY, JOHN, Bingley, Yorks, Provision Dealer
Bradford Pet July 4 Ord July 19

London Gazette.-Tuesday, July 29. RECEIVING ORDERS.

RECEIVING ORDERS.

BABON, JANK, and JOB HOLD BARON. Barn-ley, York-shire, Tobacconists Barnsley Pet July 12 Ord July 24

BRION, ISAIAH. Harrogato, Land Agent York Pet June 28 Ord July 25

BRADLEN, TROMAS, Smethwick, Staffordshire, Accountant Clerk West Bromwich Fet July 24

CARLTON, STREPHEN OLIVE, Wedmore grans. Upper Hollowsy, Commercial Traveller High Court Pet July 24 Ord July 24

CRACKNELL, GEORGE. Great Grimsby, Fisherman Great Grimsby Pet July 22 Ord July 22

CRAMPTON, JOHN, Stretton Sugwas, Herefordshire, Nurseryman Hereford Pet July 25 Ord July 25

DAVIES, HERRY, Gatcombe, nr Blakeney, Gloucestorshire, Fisherman Gloucester Pet July 25 Ord July 25

DOWLER, THOMAS WILLIAM, Birmingham, Jeweller Birmingham Pet July 4 Ord July 21

Francis, Thomas Praesh, Cambridge, Builder Cambridge Pet July 25 Ord July 26
Goslett, Frederick, Fisherton Anger, Salisbury, Coal Merchant Salisbury Pet July 26 Ord July 26
Green, Henry Martin, Havant, Hampshire, Solicitor Portmouth Pet June 11 Ord July 24
Gubron, Frank, Wandsworth Rd, Surrey, Pawnbroker's Salesman Wandsworth Pet July 1
JACOBSON, SARUEL, Longton, Staffordshire, Plumber Stoke upon Trent Pet July 25 Ord July 25
James, William Corr, Mark lane, Seed Salesman High Court Pet July 70 d July 25
Kelley, Gronger, Willenhall, Staffordshire, Look Manufacturer Wolverhampton Pet July 24
Ord July 34
NEWMAN, JOSHUA, Kingswood Hill, nr Bristol, Plasterer Bristol Pet July 24 Ord July 25
Relley, Gronger, Willenhall, Staffordshire, Look Manufacturer Wolverhampton Pet July 24
Ord July 34
NEWMAN, JOSHUA, Kingswood Hill, nr Bristol, Plasterer Bristol Pet July 26 Ord July 27
POWELL, Mascaler, Mountain Ash, Glamorgan-shire, Boot Dealer Aberdare Pet July 24 Ord July 28
POWELL, Mascaler, Mountain Ash, Glamorgan-shire, Boot Dealer Cambridge Pet July 24 Ord July 28
RAWLINSON, Frederick, Newmarket St Mary, Suffolk, Coal Dealer Cambridge Pet July 24 Ord July 28
RUBHEY, Gronger, Marshchapel, Lincolnshire, Inn-keeper Gt Grimsby Pet July 24 Ord July 28
RUBHEY, Gronger, Marshchapel, Lincolnshire, Inn-keeper Gt Grimsby Pet July 25 Ord July 28
SHIRLEY, GRONGER, Marshchapel, Lincolnshire, Farm Labourer Liverpool Pet July 26 Ord July 28
SMALLWOOD, CHAELER JOHN, Secinton, Nottingham, Clerk Nottingham Pet July 26 Ord July 28
SMALLWOOD, CHAELER JOHN, Secinton, Nottingham, Clerk Nottingham Pet July 26 Ord July 28
SMALLWOOD, CHAELER JOHN, Secinton, Nottingham, Clerk Nottingham Pet July 26 Ord July 28
SMITH, Davin, and Abrahley Mourt Pet July 27
SMICHES, WILLIAM, Sheffield, Stove Grate Manufacturer Sheffield Pet July 28 Ord July 28
Tander Romes Liture, Wells 54, Oxford st, Schoolmaster High Court Pet July 8 Ord July 28
Tander Romes Liture Sheffield, Stove Grate Manufacturer Sheffield Pet July 28 Ord July 28
Tander Romes Liture Sheffield,

THORSTON, LIONEL REGINALD, Wells at, Oxford at, Schoolmaster High Court Pet July 8 Ord TRODD, WILLIAM TUNSTALK. IDSWich, Grocer IDSWich Pet July 24 Ord July 24 WRST, ROBERT ALEXANDER, Luton, Chatham, Horse Keeper Rochester Pet July 26 Ord July 26 WRIGHT, SIDNEY. Manor park rd, Harlesden, Builder High Court Pet July 10 Ord July 24 ZELLER, JOSEFH, Mentmore terr, Hackney, Shoe Manufacturer High Court Pet July 26 Ord July 28

FIRST MEETINGS.

FIRST MEETINGS.

ALLIE, JOHN, Little Staughton, Bedfordshire,
Farmer Aug 12 at 11 Off Rec, St Paul's sq,
Bedford
ABGYLE, DAW, King st, Twickenham, Fishmongor
Aug 5 at 13 95, Temple ohbrs, Temple avenue
BEGUINOT, EMLE GYOSTAVE, Lynkon st, Bermondsey
Aug 15 at 11 39, Carey st, Lincoln's inn
BENJACHS, JOSEPS, Hastings, Gent Aug 8 at 1 33,
Carey st. Lincoln's inn
CRANSTON, JOHN, Stretton Sugwas. Herefordshire,
Nurseryman Aug 15 at 10 3, Offa st, Hereford
DAMES, H. N. LONGWORTE, Corphill, Stock Broker
Aug 8 at 13 33, Carey st, Lincoln's inn
DAVIES, HENEY, GATCOMBC, Gloucestershire, Fisherman Aug 8 at 11.30 Off Rec, 15, King st,
Houcester

man Aug 8 at 11.30 Off Rec, 15, King st, thoucester DAVIES, HUGH, Fishguard, Pembrokeshire, Officer of Customs Aug 6 at 11 Castle Hotel, Haverford-

West
DAVIS, JOHN, Mile End rd. Oil and Colour Man Aug
12 at 11 Bankruptcy bldngs, Portugal at, Lin-

DAVIS, JOHN, Mille Bullet 12 at 11 Bankruptcy bldngs, Portugal 25, color's ion DE SANHES, P. C., Haymarket, Managing Director of the Condal Water Co Aug 12 at 12 33, Carey st, Lincoln's ion FRANCIS, THOMAS PEARSE, Cambridge, Builder Aug 11 at 12 Off Rec. 5, Petty Cury, Cambridge FARE, WILLIAM, Arlsey, Bedfordshire, Farmer Aug 12 at 11.30 Off Rec, St Paul's sq. Bedford FINCH, Mark, East Malling Heath, Kent, Marke: Gardener Aug 15 at 12 Off Rec, Week st, Maidstone

CH. MARS, CARDEN AND STATE OF THE STATE OF AND STATE OF MAIDSTORE, WILLIAM. Middlesborough, Coaldealer REUTZ, WILLIAM. Middlesborough, Coaldealer Ang 5 at 11 Off Rec, 8, Albert rd, Middlesborough and State of Middlesborough.

Gardener Aug 15 at 12 Off Reo, Week st, Maidstone
Garbett, William. Middlesborough, Caldealer Aug 5 at 11 Off Reo, 8, Albert rd, Middlesborough
Gray William, Old Hall, Croft, Yorks, Inventor Aug 7 at 11 North Eastern Hotel, Darlington
Hanford, William, Tai Level, Skewen. nr
Noath, Collier Aug 19 at 11 Castle Hotel, Neath
Jones, William Evans, Llacaber, Merionethahire, no occupation Aug 8 at 12.15 Townball, Aberystwith
Kershaw, William. Preston, Licensed Victualler
Aug 15 at 3 Off Reo, 14, Chapel st. Preston
Milles, George Pilkington, Biggleswade, Cycle
Manufacturer Aug 12 at 10.30 Off Rec, 8t
Paul's eq. Bedford
Moder, John, Roman rd, Bow, Cheesemonger
Aug 7 at 1 23, Carey st. Lincoln's inn fields
Mogern, John, Roman rd, Bow, Cheesemonger
Aug 8 at 1 Off Rec, 8, Haven at, Great Grimeby
Newman, Joshua, Kingswood Hill, nr Biistol, Plasterer Aug 13 at 12.30 Off Rec, Bark chmbrs,
Bristol
Plotzkar, Samuel Joseph, Whiteobspel rd, Mantic

Bristol
PLOTZEAR, SAMURL JOSEPH, Whitechapel rd, Mantle
Manufacturer Aug 7 at 2.30 33, Uarey st, Liacoln's inn fields
RAWLINSON, FEEDERICE, Nowmarket St. Mary,
Suffolk, Coal Dealer Aug II at 12.30 Off Rec. 5,
Petty Cury, Cambridge

RHODES, GEORGE, and ROBERT WESTON. Leicester
Boot Manufacturers Aug 7 at 3 Off Rec, 24,
Friar lane. Leicester
SMART, GEORGE, West Cowes, Lale of Wight, Greengrooer Aug e at 3 Newpor. Isle of Wight
SMART, SIMEON, Bristol. Greener Aug 13 at 12 Off
Rec, Bank ohmbrs, Bristol
SILBER, MARTIN ALBERT, Wood st, Chespside, Merchant. Aug 6 at 2.30
TAYLOR, EORSET LIDDELL, Nottingham, Warehouseman Aug 6 at 11 Off Rec, Bt Peter's Church
walk, Nottingham
WAED, SAMUEL, Dronfield, Derbyshire, Spindle
Manufacturer Aug 7 at 10.45 Augel Hotel,
Chesterfield
WINTER, ROBERT WILLIAM, Langworth, Lincoln-

Chesterneid
WINTER, ROBERT WILLIAM, Langworth, Lincolnshire Wheelwright Aug 7 at 12 Off Rec, 3',
Silver st, Lincoln

The following amended notice is substituted for that published in the London Gazette of July 25.

LAMBERT, JOHN. Gateshead, Out of business, formerly Wholesale Fruiterer Aug 7 at 2.50 Off Rec, Pink lane, Newcastle on Tyne

ADJUDICATIONS.

ADJUDICATIONS.

BEGUINOT, EMILE GUSTAV, Lynton st, Bermondsey High Court Pet June 19 Ord July 24

BIGNOLD, HEBBEST, Clapham common gdrs, Architect Wandsworth Pet June 28 Ord July 24

BLENCOWS, JOHN, Kidderminster. Bellbarger Kidderminster Pet May 15 Ord May 28

BRADLEY, THOMAS, Smethwick, Staffs, Accountant Clerk West Bromwich Pet July 23 Ord July 25

BROWS, JOHN MORRIS. Leicester, Leather Merchant Leicester Pet July 19 Ord July 25

CRANNELL, GEORGS, Gt Grimsby, Fisherman Gt Grimsby Pet July 27 Ord July 25

CRANNELL, GEORGS, Gt Grimsby, Fisherman Gt Grimsby Pet July 27 Ord July 25

ONAVISS, HENEY, GACCOMBC, nr Blakeney, Gloucs, Fisherman Gloucester Pet July 25 Ord July 25

DAVISS, HENEY, GACCOMBC, nr Blakeney, Gloucs, Fisherman Gloucester Pet July 26 Ord July 25

DAVISS, PHILIP CHARLES, LEPPDS 74, Clapham, Builder High Court Pet Feb 26 Ord July 25

DAVISS, THOMAS PRABCS, CAmbridge, Builder Cambridge Pet July 36 Ord July 26

FINICH, MAEX, ESSE Mailing Heath, Kent, Market Gardener Maidstene Pet July 30 Ord July 26

FRANCS, THOMAS PRABCS, Cambridge, Builder Cambridge Pet July 35 Ord July 36

FRANCS, GUSTAV, Queen Victorie st, Cigar Merchant High Court Pet July 34 Ord July 35

FRANCS, GUSTAV, Queen Victorie st, Cigar Merchant High Court Pet July 34 Ord July 36

FRANCS, GUSTAV, Queen Victorie st, Cigar Merchant High Court Pet July 34 Ord July 36

FRANCS, GUSTAV, Queen Victorie st, Cigar Merchant High Court Pet July 34 Ord July 36

FRANCS, GUSTAV, Queen Victorie st, Cigar Merchant High Court Pet July 34 Ord July 36

FRANCS, GUSTAV, Queen Victorie St, Cigar Merchant Hall, Lancs, Blexchers Bolton Pet June 30 Ord July 34

HALL, JAMES, and RACHAIR HALL, New Bridge, Radoliffe, Lancs, Blexchers Bolton Pet June 30 Ord July 34

HUBLESERS, DAVID, and FREDERION ERNES (CAPTER, 4000)

High Court Fet July 24 Ord July 24
GILL, EDWIN, Birmingham, Miliceller Birmingham
Pet July 23 Ord July 24
HALL, JAMES, and RACHRI. HALL, New Bridge, Radolifie, Lancs, Bleschers Bolton Pet June 30
Ord July 24
HALL, JAMES, and RACHRI. HALL, New Bridge, Radolifie, Lancs, Bleschers Bolton Pet June 30
Ord July 24
HALL, JAMES, and RACHRI. HALL, New Bridge, Radolifie, Lancs, Bleschers Bolton Pet June 30
Ord July 24
HELLARD, WILLIAM, Belgrave, Leices, Clicker Leicester Pet July 19 Ord July 25
POTFER, ALFED, and GEORGE FIXTER, Leicester,
Boot Manufacturers Leicester Pet July 40
JAODSSON, BAMUEL, Longton, Staffordahire, Plumber,
Stoke upon Trent Pet July 25 Ord July 25
KELEX, GEORGE, Willenhall, Staffordahire, Look
Manufacturer Wolverhampton Pet July 35
KELEX, GEORGE, Willenhall, Staffordahire, Look
Manufacturer Wolverhampton Pet July 34
Ord July 34
KERSHAW, WILLIAM, Preston, Licensed Victualier
Preston Pet July 22 Ord July 25
POWEL, MARGARRY, Mountsin Ash, Glamorganshire,
Boot Dealer Aberdare Pet July 24 Ord July 38
RHODES, GEORGE, and ROBERT WERTON, Leicester,
Boot Manufacturers Leicester Pet July 23 Ord
July 23
RHODES, GEORGE, Marchchapel, Lines, Innkeeper
Get Grimsby Pet July 28 Ord July 24
SMALLWOOD, CHAPLES JOHN, Smeinton, Nottingham,
Olerk and Traveller Nottingham Pet July 36
Ord July 26
SMART, GEORGE, West Cowes, Isle of Wight,
Greengrooser Newport and Byde Pet July 33
Ord July 26
SMART, GEORGE, West Cowes, Isle of Wight,
Greengrooser Newport and Byde Pet July 33
Ord July 26
SMART, GEORGE, West Cowes, Isle of Wight,
Greengrooser Newport and Byde Pet July 33
SMITH, Harbiette Eliza, and William George
Robert Bridgwater Pet July 36
Ord July 26
SMART, GEORGE, West Cowes, Isle Owight,
Greengrooser Newport and Byde Pet July 36
SMART, GEORGE, West Cowes, Isle Of Wight,
Greengrooser Newport and Byde Pet July 36
STARK, JOHN GEORGE, Weston super Mare, Swing
Proprietor Bridgwater Pet July 40
SULMEES, WILLIAM, Sheffield, Stove Grate Manufacturer Sheffield Pet July 35
Ord July 26

July 28
SUMMERS, WILLIAM, Sheffield, Stove Grate Manufacturer Sheffield Pet July 25 Ord July 25
TAYLOR, ROBERT LIDDELL, Nottingham, Warehouseman Nottingham Pet July 40 Ord July 24
TRODD, WILLIAM TUSSTALL, Ipswich, Grooer Ipswich Pet July 24 Ord July 24
VASSAR, GEORGE, Milson rd, Weat Kensington Pavk, Builder High Court Pet March 14 Ord July 24
WALLEE, EDWIS, Lombard et, Bill Discounter High Court Pet June 26 Ord July 25
WALSEN, ACCUMENT, Bescherzechet, Birnico Finster

WATSON, ABCHIBALD, Bessborough st, Pimilico, Financial Agent High Court Pet June 18 Ord

cial Agent High Court Pet June se Ord West, Robert Alexandre, Luton, Chatham, Horse-keeper Rochester Pet July 25 Ord July 26

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OTHO:

WILLIAMS, HERBERT MICHAEL, Sutherland pl. Bayswater, Retired Major High Court Pet June 19 Ord July 24
WOODFORD, JAMES HENRY, Newport, Mon, Greeer Newport, Mon Pet July 16 Ord July 25
WEIGHT, SIDNEY, Manor Park vd. Harlesdev, Builder High Court Pet July 10 Ord July 25

ADJUDICATION ANNULLED.

PAYSE, JAMES Bewelley, Worcestershire, Malister Kidderminster Adjud June 28, 1896 Annul July 24

SALES OF ENSUING WEEK.

Aug. 6.—Messrs. Baker & Sons. in a Marquee on the Estate, Building Plots (see advertisement, July 26, p 663). Aug. 7.—Messrs. Derver & Co., at the Mart, E.C., at 2 o'clock, Freehold Residential and Building Property (see advertisement, July 26, p. 668). Aug. 7.—Messrs. H. E. FOSTER & ORAFFIKED, at the Mart, E.C., at 2 o'clock, Reversions and Freehold and Lessehold Properties (see advertisement, this week, p. 683). and Leasehold Properties (see advertisement, this week, p. 683).
Aug. 8.—Messrs. White, Berry, & Taylor, at the Mart, E C., at I g'olork, Leasehold Investments (see advertisement, July 26, p. 683).

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BANKRUPTCY NOTICES	. 6

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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MESSRS. H. E. FOSTER & CRANFIELD

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REVERSIONS (absolute and contingent),
Life Policies,
Shares and Debentures,
Mortgage Debts and Bonds,
Letters Patent, and
Kindred Interests.
Vendors are invited to communicate with the Auctioneers, 6, Poultry, London, E.C.

ventioners, 6, Poultry, London, E.C.

Periodical Sale No. 104, August 7th, 1590.—Reversions, Policies, &c.

MESSRS. B. E. FOSTER & CRANFIELD

(successors to Marsh, Milner, & Co.) will include in their PERIODICAL SALE, at the MART. on THURSDAY NEXT. AUGUST 7th, at TWO o'clock, the following REVERSIONS, &c.:—The Absolute Reversion to the sum of £1,256, or thereabouts, part of a trust fund. comprising Commercial Gas Stock, Consols, and Brewery Debenture Stock, Freehold Residences; and £1,300 advanced on mortgage of freehold property, expectant on decease of a lady, aged 65; also the Reversionary Life Interest of a gentleman, aged 33, in alegacy of £2,000, provided he survives the lady, aged 65.

The Absolute Interest in One-fifth Share of a Residuary Estate, divisible in October, 1891, comprising Freehold and Leasehold property, producing £305 per annum, and a Plot of Land situate in Melbourne, Australia, and in One-fifth of an Undivided Third Share of 350 acres of Freehold Land, situate in the counties of Carnarvon and Merioneth, recently valued at £13.304.

Sandown Park, Limited.—Seventy, fully paid £10 Shares in this Company. Last dividend 7 per cent.

Brookwater Steel and Iron Co., of Jercey City, U.S.A.—One Thousand Shares of 100 dollars each in this company.

By an order of the Mortgagee.—Just out of the main road, adjoining Messes. Charrington's brewery.—The capital 10 roomed Dwelling-house. with stable, known as No. 63, St. Peter's-road, Mile-end. Recently let at £40 per annum, Lesse 40 years. Ground-rent £5. With possession.

M. ESSRS. H. E. FOSTER & CRANFIELD.

M. (Successors to Marsh, Milner, & Co.) will SE's. by AUCTION. at the MART. E.C., on THURSHDAY. AUGUST 7th. at TWO "delock, the above LEASEHOLD DWELLING-HOUSE.

Particulars of Messrs. Bramail & White, Solicitors, 47, Lime-street, E.C.; and of the Auctioneess, as above.

SOUTHGATE,
About a mile from Oakleigh-park Station.—A comfortable Residence, containing four attics, five bed
rooms, bath room, three reception rooms, ample
domestic offices; conservatory, vinery, heated by
hot water, tw-stall stable, coach-house, &co.,
standing in well-stooled grounds. With possession.

MESSRS. H. E. FOSTER, & CRAN-WILL STRELD (Successors to Marsh, Miner, & Co., will SELL by AUCTION, at the MART, Token-house-yard, E.C., on THURSDAY, AUGUST 7th, at TWO o'clock, the FREEHOLD RESIDENCE, known as The Poplars, Emiled-road, Southgate. Particulars of F. T. Aston, Esq., Solicitor, No. 61, Gresham-house, E.C.; and of the Auctioneers, as above.

On the Ridgeway, close to the Great Northern Railway terminus.—A well-arranged Family Residence, containing eight bed rooms, fitted bath room, dressing room, box room, three good reception rooms, spacious entrance hall and landing, kitchen. sculiery, very excellent cellarage, and other offices. standing in a good garden. Lease 78 years. Ground-rent £15 &s. With possession.

MESSRY. H. E. FOSTER & CRANFIELD SELL by AUCTION, at the MART, Tokenhouse-yard, E.U., on TRURSDAY, AUGUST 7th, at TWO o'clock, the above destrable RESIDENCE, known as Thorncroft, The Ridgeway, Enfeld.

Particulars of E. B. Titley, Esq., Solicitor, 15, Orange-grove, Bath; and of the Auctioneers, as above.

VALUATIONS.

DIAMONDS, PEARLS, SILVER PLATE, & COINS

ACCURATELY VALUED for PROBATE or otherwise, or PURCHASED for Cash if desired.

APPOINTMENTS MADE IN LONDON OR COUNTRY.

SPINK & SON, GOLDSMITHS AND SILVERSMITHS,

STREET, CORNHILL, LONDON. GRACECHURCH

Established 1772. Under the Patronage of H.M., the Queen and H.S.H. Prince Louis of Battenberg, K.C.B.

Telegrams-SPINK, LONDON.

Telephone 1327.

THE LAW GUARANTEE & TRUST SOCIETY,

SUBSCRIBED CAPITAL, £1,000,000.

PAID-UP CAPITAL, £100,000.

HEAD OFFICE: 9, Serie-street, Lincoln's-inn, London.

TRUSTEES :

General Manager and Secretary, THOS. R. RONALD.

The Hon. BARON POLLOCK. The Hon. Mr. JUSTICE KAY.

The Hon. Mr. JUSTICE DAY.
The Hon. Mr. JUSTICE GRANTHAM.

OBJECTS OF THE SOCIETY:

1.—FIDELITY GUARANTEES, given on behalf of Clerks, Cashiers, Travellers, and others; also Bonds on behalf of Trustees in Bankruptoy, Liquidators and Receivers under the High Court, and all persons holding Government appointments, where required; and A.—LUNACY COMMITTEES BONDS granted.

2.—ADMINISTRATION BONDS entered into at moderate rates.

3.—ADMINISTRATION BONDS granted.

3.—ADMIRAITY BAIL BONDS granted.

4.—ADMIRAITY BAIL BONDS granted.

5.—ADMIRAITY BAIL BONDS granted.

6.—ADMIRAITY BAIL BONDS granted.

6.—TRUSTEESHIP. The Society is also prepared to be appointed Trustee either in existing Trusts or in those to be hereafter created.

6.—ADMIRAITY BAIL BONDS granted.

6.—VII.—TITLES GUARANTEED (against defect is same).

7.—TILES GUARANTEED (against defect is same).

8.—ILUNACY COMMINISTRATION BONDS granted.

8.—ILUNACY COMMINISTRATION BONDS granted.

8.—ADMIRAITY FAIL BONDS granted.

8.—ADMIRAITY FAIL BONDS granted.

9.—ADMIRAITY FAIL BONDS granted.

9.—ADMIRAITY FAIL BONDS granted.

1.—ADMIRAITY FAIL BO

SALE DAYS FOR THE YEAR 1890.

MESSES. MESSRS. FAREBROTHER, ELLIS, CLARK, & CO. beg to announce that the following days have been fixed for their SALES during the year 1890, to be held at the Auction Mark, Tokenhouse-yard, near the Bank of England, E.C.:—

Thurs, Sept 18 Wed, Oct 22 Thurs, Nov 6 Thurs, Oct 16 Thurs, Dec 11

Thurs, Sept 4 | Thurs, Oct 16 | Thurs, Dec 11 Other appointments for immediate Sales will also be arranged.

Messrs. Farebrother, Ellis, Clark, & Co. publish in the advertisement columns of "The Times" every Saturday a complete list of their forthcoming sales by auction. They also issue from time to time schedules of properties to be let or sold, comprising landed and residential estates, farms, freehold and leasehold houses, City offices and warehouses, ground rents, and investments generally, and which will be forwarded free of charge on application.—No. 29, Fleet-street, Temple Bar, and 18, Old Broad-st., E.C.

KENT.

BAXTER, PAYNE, & LEPPER beg to notify that the FREEHOLD RESIDENTIAL ESTATE known as Longcroft, situate in the beautiful district of Hayes, is to be SOLD) immediately, by order of the Executors of the late J. R. Peill, Eq., to wind up the Estate, consequently an offer will be considered. The property embraces a commodious and comfortable residence, possessing ample accommodation for a good establishment. Stabling, glasshouses, coachman's and gardener's houses, most lovely and perfectly matured grounds and park; in all, about 20 acres. The property has been well kept. The late owner spared no expense to bring it to the present state of perfection, and a purchaser can now obtain a property, originally costing over £30,000, a bargain. B., P., & L., can confidently recommend this property to any person wishing a replete country residence in a beautiful district posessing the very best society, and within it miles of London.

For particulars, apply to 69, King William-street, E.C., or Bromley, Kent.

CAMDEN TOWN.

Two Sixth Shares of and in 'upportant Freeho'd Pro-perty, in High-street and Park-street, estimated to be of the present value of £1,230 per annum.

MR. R. W. SCOBELL (late Murrell & Scobell) will SELL at the MART, on FRIDAY, 18th AUGUST, at ONE o'clock punctually, TWO SIXTH SHARES of and in the following important FREEHOLD PROPERTY:—The National Bank, 189 and 191, High-street, and

64, Park street.
No. 193, High-street, occupied by Mrs. Shand.

illiner. No. 195, High-street, occupied by Mr. Wimbush,

No. 157, 199, and 201, High-street, occupied by Messra, Nicholson & Wordley, Drapers, No. 63, Park-street, occupied by the Aerated Bread

Company.

The whole let on leases, at nominal ground-rents, for 17 years to run, when the purchaser or purchasers will be entitled to two-sixths of the rack-rents.

Particulars of sale may be had of Mesers. Smith & Zoete, Solicitors, 30, Finsbury-circus; of Wm. Milman, Esq., Solicitor, 4, Great Jame-strees, Bedford-row; at the Mart; and of the Auction eer, No. 25, Bucklersbury, opposite the Mansion-house.

GRAY'S INN, W.C.

By direction of the Executors of the late John Romilly, Eq. — Secure Leasehold Investments, atising out of Suites of well-let Chambers in Ray-mond-buildings and Gray's-lun-square.

MESSRS. WHITE, BERRY, & TAYLOR MESSRS. WHITE, BERRY, & TAYLOR will SELL by AUCTION, at the MART, Tokenhouse-yard, E.O., on FRIDAY, AUGUST 8, 1990, at ONE o'clock, in 3 Lots (unless previously disposed of), desirable LEASEHOLD INVEST. MENTS arising out of Profit Rentals secured on 8 Buties of Chambers. Stuate on the south side of the Ground and First Floors of No. 5, Raymond-buildings, and on the west side of the Second Floor of No. 7, Gray's-imm-square, Gray's-imm, W.C. Held by separate lesses direct from the Hon. Society of Gray's-imm for terms varying from 31 to 37 years at moderate rentals; and let to excellent tenants at rents amounting together to £25 per annum, subject to the usual outgoings common to the Imn.

Particulars and conditions of sale may be obtained of Messrs. Wing & Du Clane, Solicitors, 1, Gray's-ian-square, W.C.; at the Mart; and at the Auctioneem' Offices, 1, Haikin-street, Grosvenor-place, and 50, Sioane-street, S.W.

DEVONSHIRE.—A valuable Freehold
Estate of 270 acres adjoining the City of Exeter,
commanding beautiful views, and suitable for the
formation of a gently man's Residential Estate, or for
cutting up for building, &c., also several lots of
market gender, accomm. dation, and building land,
and two dairy farms. Grand opportunities for speculation.—Plan and particulars of Thompson & Co.,
Auctioneers, Exeter.

SALES BY AUCTION FOR THE YEAR 1890.

MESSRS. DEBENHAM, MESSRS. DEBENHAM, TEWSON,
FARMER, & BRIDGEWATER, beg to announce that their SALES of LANDED ESTATES,
Investments, Town, Suburban, and Country Houses,
Business Premises, Building Land, Ground-Rents,
Advorsons, Reversions, Stocks, Shares, and other
Properties will be held at the AUCTION MART,
Tokenhouse-yard, near the Bank of England, in the
City of London, as follows:—

Tues, Aug 5 Tues, Aug 12 Tues, Aug 19 Tues, Aug 26 Tues, Oct 7 Tues, Oct 21 Tues, Nov 4 Tues, Nov 18 Tues, Dec 9

Auctions can also be held on other days, in town or country, by arrangement. Messrs. Debenham, Tewson. Farmer, & Bridgewater undertake Sales and Valuations for Probate and other purposes, of Furniture. Pictures, Farming Stock, Timber, Growing Crope, &c. Detailed Lists of Investments, Estates, Sporting Quarters, Residences, Shops, and Business Premises to be Let or Sold by private contract are published on the let of each month, and can be obtained of Messrs. Debenham, Tewson, Farmer, & Bridgewater, Estate Agents, Surveyors, and Valuers, 80, Cheapside, London, E.C. Telephone No. 1,603.

MESSRS. DEBENHAM, TEWSON,
FARMER, & BRIDGEWATER'S LIST of
SSTATES and HOUSES to be SOLD or LET, including
Landed Estates, Town and Country Residences, Hunting
and Shooting Quarters, Farms, Ground Rents, Rent
Oharges, House Property and Investments generally, is
published on the first day of each month, and may be
obtained, free of charge, at their offices, 60, Oheapside,
E.C., or will be sent by rost in return for two stamps.—
Particulars for insertice should be received not later than
four days previous to the end of the preceding month.

WEST BROMWICH CORPORATION £3 PER CENT. REDEEMABLE STOCK. ISSUE OF \$300,000.

The CORPORATION of WEST BROMWICH are prepared to RECEIVE APPLICATIONS for the above Stock. Minimum price of issue, £37 per cent. Interest payable half-yearly on 1st April and 1st October. The Stock will be issued in sums of £10 and upwards, being a multiple of £10, free of Stamp Duty and all charges. All transfers of Stock will be free of Stamp Duty. Under the Trust Investment Act, 1889, this Stock is an available investment for every Trustee who is not expressly forbidden by the instrument creating the Trust to invest in Corporation Stock. Forms of application and any further information will be supplied by the undersigned.

WM. BUTTERWORTH, Registrar. Town Hall, West Bromwich, October, 1889.

NATIONAL DISCOUNT COMPANY (LIMITED).

Subscribed Capital £4,233,325

Four per cent. per annum at call.

Four and a quarter per cent. at seven and fourteen days' notice. Money received for fixed periods at rates specially to be agreed upon.

WILLIAM HANCOCK, Manager. CHARLES H. HUTCHINS, Sub-Manager. No. 35, Cornhill, E.C., July 81, 1890.

AW UNION FIRE and LIFE INSU-RANCE COMPANY.

ESTABLISHED IN THE YEAR 1854. Chief Office-126, CHANCERY LANE, LONDON, W.C.

1. ROYAL EXCHANGE BUILDINGS, E.C.

LIFE DEPARTMENT.
Special attention is drawn to the following

features:

1. The Reversionary Bonus added to Policies on young lives at the last division of profits was equal to the whole of the premium paid during the Quin-

2. Whole World and Unconditional Policies granted without extra premium except in special cases.

3. Claims are payable immediately on proof of death and title.

Private Houses and Ecclesiastical Buildings, if brick and tiled or slated, and free from bazardous surroundings, insured at a premium of 1s. 6d. for

surrountings,
each £100.
Household Furniture in houses of similar construction insured at a premium of 2s, per cent,
Loans on Reversions and Life Interests.
Reversions purchased.
Annuities granted.
Prospectuses and every information may be Prospectuses

R. GRANT WATSON, General Manager and Secretary

PHENIX FIRE OFFICE, 19, LONBARD-STREET and 57, CHARING-CROSS, LONDON. Retablished 1789.

Moderate Rates, Absolute Security, Electric-Lighting Rules supplied. Liberal Loss Settlements, Prompt Payment of Claims,

W. C. MACDONALD and F. B. MACDONALD. LOSSES PAID OVER £17,000,000.

DEVERSIONARY and LIFE INTE
DEVERSIONARY and LIFE INTE
OF other Securities and Annuities PURCHASED, or Loans
or Annuities thereon granted, by the EQUITABLE REVERSIONARY INVERSION SOCIETY (LIMITED), 10,
Lancaster-place, Waterloo Bridge, Strand. Established
1835. Capital, 2500,000. Interest on Loans may be
capitalized.

F. S. CLAYTON, Joint C. H. CLAYTON, Secretaries.

TMPERIAL FIRE INSURANCE COM-PANY. Established 1808,

1, Old Broad-street, E.C., and 22, Pall Mall, S.W. Subscribed Capital, £1,200,000; Paid-up, £300,000 Total Invested Funds over £1,600,000.

E. COZENS SMITH, General Manager.

YACHTING CRUISE to the LEVANT and CRIMEA.—The ORIENT COMPANY will despatch their steamship "Chimboraso," 3,84 tons register, 3,000 horse-power, from London on 30th August, for a 46 days' ORUISE to the Meditorraneau and Black Cea, visiting Tangler, Palermo, Syracuse, Fircus (for Athens), Constantinople. Sebastopol, Balaclava, Yalta (for Livadia), Mudania (for Bruss), Edalcava, Tale month of September is confidered the best time for the Orimes. The "Ohimborazo" is fisted with electric light, hot and cold baths, &c. Unisiae of the highest order. ## anagers. F. GREEN & CO., 13, Fenchurch-ave-ue, E.O.; ANDERSON, ANDERSON, & OO., 5, Feuchurch-avenue, E.O. For terms and further particulars apply to the latter firm.

YACHTING ORUISE round the UNITED

KINGDOM.—The ORIENT COMPANY will
despatch their steamship "Garonne" from London
on 6th September, and from Leith, on 6th September, and from Leith, on 6th September, son a from Leith, on 6th September, son a fire or a three weeks' ORUISE, visiting Inverness, Kirkwall, Lerwick, Gairloch (Ross), Oban, The Olyde,
Belfast, Loudonderry, Limerick, Bantry Bay (for
Killarney), Queenstown, and Plymouth.
Managers, F. GREEN & OO., 13. Fenchurch-avenue,
E.C.; ANDERSON, ANDERSON, & OO., 5, Fenchurch-avenue, E.O. For terms and further particulars apply to the latter firm.

NORWAY. - GRANTON to BERGEN New Norwegian Mail and Passenger Steamer BRITANNIA. Returning from Bergen every Mon-

BRITANNIA. Returning from Borgon overy and day, 5 p.m.
Fares: £4 Single, £3 Return (including Provisions and Stoward's Fees). Lighted Electrically.
Full particulars from Borries, Graig, & Co., Newcastle-on-Tyne; and Breyen, Richardson, & Co., 51, Bernard-street, Leith, and Middle Pier, Granton.

TORWAY.-NEWCASTLE-ON-TYNE to NORWAY.—NEWOASTLE-ON-TYNE to BERGEN.—NEW NORWEJAN ROYAL MAIL (under Government Contract) and PASSENGER STEAMERS.

TO BERGEN METEL—"MERCUR" OF "RAGN-VALD JARL," every TUESDAY. TO BERGEN, via Stavanger, "NORGE," every WEDNESDAY, and "BRITANNIA" every SATURDAY. Returning from Bergen SATURDAYS, SUNDAYS, and THURSDAYS. Lighted throughout eleotrically. Fares: £3 and £4 Single, £5 and £6 Return (including Provisions and £4 Single, £5 and £6 Return (including Provisions and £4 Single, £6 and £6 Return (including Provisions and £5 Steward's Fees). Return lighted available throughout the season.

Tickets may be procured beforehand from BORRIES, ORAIG, & Co., Newcastle-on-Tyne, Agents.

EDE AND SON,

ROBE



BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks and Clerks of the Peaco.

COMPORATION ROBES, UNIVERSITY AND CLERRY BOWNS ESTABLISHED 1689.

94 CHANCERY LANE LONDON.